



MASTER EQUIPMENT HIRE AGREEMENT TERMS AND CONDITIONS

RECITALS

- A. Zokal Safety Hire Pty Ltd (“Zokal”) desires to hire to you, and you desire to hire from Zokal, certain Equipment.

OPERATIVE PART

IT IS AGREED that in consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

1. DEFINITIONS

In this Agreement, the following definitions apply:

- (a) **Agreement** means these terms and conditions as set out in this document.
- (b) **Claim** means any claim, notice, demand, debt, action, expense, lien, liability, proceedings, litigation (including legal costs) or judgment.
- (c) **Confidential Information** means any information which is designated as confidential in the manner provided by this Agreement, or is otherwise confidential or commercially sensitive, and includes any other information which is developed by using such Confidential Information.
- (d) **Credit Account** means any invoicing, charges and costs arrangement that Zokal has provided to You upon the approval by Zokal for a Credit Application.
- (e) **Credit Application** means any application for a Credit Account as completed by You.
- (f) **Default** means:
 - (i) any default under, breach of, non-performance of, non-compliance with, or repudiation of this Agreement or any provision of this Agreement;
 - (ii) the occurrence of any event specified or defined in this Agreement to be a default under, or breach of this Agreement, whether or not within the power or control of the defaulting party;
 - (iii) any fraud, action, neglect, delay, breach of duty, omission, or other prejudicial conduct under or relevant in relation to this Agreement; or
 - (iv) the occurrence of any fact which with the giving of notice, expiry of any period of time, fulfilment of any condition, or occurrence of any other fact would constitute any default within any previous meaning or any default, termination, cancellation, prepayment, or similar event of any nature or description under this Agreement.

- (g) **End Date** means the date on which the term of hire ends.
- (h) **Equipment** means the plant, equipment, fittings, safety items, products or other goods whether fixed, moveable or detachable, as specified and described in the Purchase Order between Zokal and you for the purposes of this Agreement, which may include:
 - (i) any part, accretion or accession incorporated in, installed on, or attached to any part of the Equipment at any time; and
 - (ii) any goods, articles or property at any time comprising or constituting any addition, alteration, improvement, upgrade, replacement or substitution to, of or for the Equipment, or part for or accretion or accession to any of the Equipment.
- (i) **Force Majeure** means an act, event or cause which is beyond the reasonable control of Zokal or you, including acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires, grievous bodily diseases, pandemic related matters and any natural disasters, acts of war, terrorism, riots, malicious damage, sabotage and strikes.
- (j) **GST** means a Goods and Services Tax payable pursuant to *A New Tax System (Goods and Services Tax) Act 1999* or any related law, by a person as a supplier of goods or services.
- (k) **Hire Date** means the date of this Agreement and Purchase Order and is when the Hire Period commences.
- (l) **Hire Period** means the period commencing on the Hire Date and ending on the End Date.
- (m) **Hiring Charges** means the amount payable to Zokal by you for the use of the Equipment in accordance with the terms of this Agreement as set out in the price list (noting that such Charges can be varied by Zokal from time to time).
- (n) **Purchase Order** means an offer from you to hire the Equipment from Zokal.
- (o) **You** means the person specified as the client as listed on the Purchase Order.
- (p) **Your Premises** means any address or building where the equipment is located from time to time.
- (q) **Zokal's Account** means ~~the bank account details~~ as nominated by Zokal from time to time as provided to You and as detailed on the invoice.
- (r) **Zokal's Website** means <https://zokal.com.au> and any direct links contained within the website that relate to Zokal, its processes, procedures, requirements, equipment hire, or any other matters related to Zokal.

2. INTERPRETATION

In the interpretation of this Agreement, unless the context otherwise requires, the following rules apply:

- (a) headings and subheadings are for convenience only and do not affect interpretation;
- (b) words denoting the singular number include the plural, and the converse also applies;
- (c) words denoting any gender include all genders;
- (d) a defined word or expression has corresponding effect in relation to its other grammatical forms;
- (e) any reference to dollars or "\$" is to Australian currency;
- (f) any reference to a party to any agreement or document includes its executors, administrators, legal personal representatives, successors and permitted assigns and substitutes by way of assignment or novation;
- (g) any reference to any agreement or document includes that agreement or document as amended, ratified, supplemented, novated or replaced at any time;
- (h) any reference to a provision, comprising a clause, recital, schedule, annexure, exhibit, appendix, or attachment, is a reference to a provision of this Agreement;
- (i) any reference to any legislation or regulation includes amended, replacement and successor provisions or legislation;
- (j) the words "include", "including", "for example", and similar expressions are used without limitation;
- (k) the expression "at any time" includes reference to past, present and future time and the performance of any action from time to time and any liability at all times during any specified period;
- (l) any liability, representation or warranty undertaken by, or right conferred on, two or more persons binds or benefits all of those persons jointly and each of them severally;
- (m) if any provision of this Agreement is wholly or partly invalid, unenforceable, illegal, void or voidable, this Agreement must be construed as if that provision or part of a provision had been severed from this Agreement and the parties remain bound by all of the provisions and part provisions remaining after severance;
- (n) time is of the essence in this Agreement, except that no delay by Zokal in exercising any right or power will operate as a waiver of that right or power, nor will any single or partial exercise of any right or power preclude any other of further exercise of that right of power;

- (o) This Agreement is the entire agreement between the parties and supersedes any and all communications, negotiations, arrangements and agreements, whether oral or written, between the parties in respect of the matters that are the subject of this Agreement;
- (p) Zokal shall take all reasonable steps to ensure that your personal information is securely held and protected from misuse or unauthorised access;
- (q) neither party will be liable for any delay or failure to perform its obligations pursuant to this agreement where such delay is due to force majeure;
- (r) this Agreement shall be governed by and construed in accordance with the laws of New South Wales; and
- (s) The Australian Consumer Law provides you with rights that are not affected by this Agreement and any provision in this Agreement is subject to the implied terms and conditions of that and any corresponding Federal legislation.

3. HIRE OF EQUIPMENT

- (a) Zokal agrees to hire you the Equipment.
- (b) The hiring of the Equipment will commence from the Hire Date.
- (c) You are entitled to use the Equipment for the Hire Period and for any extension of the Hire Period as expressly agreed between the parties.
- (d) You agree to return the Equipment to Zokal on or before the end of the Hire Period.
- (e) Zokal will not be deemed to have accepted the return of the Equipment in good repair and condition until such time as the Equipment has been fully inspected by Zokal following its return.
- (f) You must, if Zokal asks, complete and/or sign such ancillary documents as Zokal may require.
- (g) You agree to pay Zokal all charges, costs, fees and expenses payable to Zokal under this Agreement in the manner as directed by Zokal.
- (h) Zokal may require you to pay the Hiring Charges in advance of the Hiring Period.
- (i) Where Zokal issues an invoice in respect of the Hiring Charges payable by you, the full amount of all Hiring Charges payable by you will be due and upon return of the Equipment to Zokal, as stated in the invoice, unless a credit application has been completed and approved by Zokal.
- (j) This Agreement is a continuing security and is not wholly or partially discharged by the payment at any time of any amounts due and payable by you to Zokal, settlement of account or other fact and applies to the balance of the amounts due and payable by you to Zokal at any time until a final release of this Agreement is granted by Zokal.

- (k) You may apply to hire the Equipment from Zokal by completing a Purchase Order and sending this to Zokal. The Purchase Order must be in a form acceptable to Zokal.
- (l) A Purchase Order will constitute an irrevocable offer by you to hire the Equipment of the type described in the Purchase Order for the Hiring Charges under the terms of this Agreement.
- (m) Zokal has the discretionary rights to accept or decline your Purchase Order.
- (n) Once a purchase order has been accepted by Zokal, this cannot be terminated, cancelled and/or withdrawn without Zokal's written consent.
- (o) If there is no Equipment Hire Period specified in the Purchase Order you may use the Equipment until such time as at the date of Termination.

4. EQUIPMENT DELIVERY AND COLLECTION

4.1 If the Equipment is delivered, the following applies:

- (a) If Zokal accepts your credit card payment or Purchase Order, Zokal may deliver the Equipment to you to the address provided as Your Premises.
- (b) Zokal takes no responsibility, fault or liability for such delivery of the Equipment and this is solely at your own risk.
- (c) Zokal will make reasonable endeavours to comply with any estimated delivery times and dates as provided to You.
- (d) Any and all delivery dates are approximations only and Zokal is not liable to You in any regard for failing to supply the Equipment on the delivery date.

4.2 If the Equipment is collected, the following applies:

- (a) Production of the Purchase Order or email evidence of a Purchase Order must be produced at the time of pick up when collecting the Equipment from Zokal.
- (b) Credit Card payments can be made via Zokal's Website prior to collecting the Equipment.
- (c) Credit Card payments can be made via Zokal's Website, at all times being Monday to Sunday. Please note that this is subject to Zokal's Website being operative and in working order. Zokal will make reasonable endeavours to address any issues in relation to Zokal's Website.
- (d) You must contact Zokal via phone prior to collecting the Equipment to ensure that the Equipment is available and ready for hire. Should you not contact Zokal, and the Equipment is not ready for hire, Zokal accepts no responsibility for any inconvenience caused.

- (e) Collection of the Equipment for hire is to be during business hours only (7am-3pm, Mon-Fri), unless otherwise prearranged and confirmed with Zokal prior to the collection of the Equipment.
- (f) Payment/s must be received/receipted by Zokal upon returning the Equipment to Zokal, unless a credit application has been completed and approved by Zokal.

5. HIRE CHARGES AND COSTS

You agree to pay the following:

- (a) the Hiring Charges as specified in this Agreement and the Purchase Order;
- (b) all costs including, but not limited to legal costs incurred by Zokal in respect of any default by You;
- (c) any costs of repairing or replacing the Equipment required as a result of Your acts, omissions, neglect or default; and
- (d) any Goods and Services Tax or similar taxes imposed on any supply by Zokal to You under this Agreement and any other government taxes, duties, penalties or charges imposed in respect of this Agreement, including stamp duty.
- (e) The Hiring Charges are calculated on a daily basis for each day (or part thereof) that you have not returned the Equipment to Zokal.
- (f) If the Equipment Hire is Terminated you must pay the prescribed daily Hiring Charges up to and including the date of Termination even if the Equipment has been returned to Zokal prior to this date.
- (g) If the Equipment has been lost, totally or substantially destroyed you must pay the Hiring Charges on a daily basis until you return the hired Equipment to Zokal or until such time that Zokal is able to replace the hired Equipment to the satisfaction of Zokal.
- (h) You must pay interest on any overdue amounts from the due date for payment until the amount is paid in full. Interest is calculated on daily balances at the rate of 1.5% per month (or any part thereof a month).
- (i) Zokal may vary the Hiring Charges by giving you fourteen (14) days' written notice in accordance with clause 18.

6. EQUIPMENT CONDITION AND RETURN

You must return the Equipment to Zokal in good working order, repair and condition to a location that Zokal nominates at the earliest of the following:

- (a) If the Purchase Order specifies a time period/date for the Equipment to be hired, the last day of that period; and
- (b) If the Equipment hire is Terminated under clause 15, the date of Termination.

- (c) Zokal may in its sole discretion decide to accept the return of the Equipment before the end of the Hire Period. Such an acceptance does not alter the Hire Period and You will remain liable for all Hiring Charges payable to Zokal despite early return of the Equipment.
- (d) Zokal will endeavour to re-hire the Equipment in which case You will only be liable for the Hiring Charges until the date of such re-hire or until expiration of the Hire Period, whichever is earlier.

7. YOUR WARRANTIES AND ACKNOWLEDGEMENTS

7.1 You must:

- (a) decide the suitability of the Equipment for the purpose required;
- (b) use the Equipment in a skillful and proper manner and only for the purpose and within the capacity for which it was designed;
- (c) not permit the Equipment to be used by any person who is not using the Equipment for the specific purpose or in a safe manner;
- (d) at Your own expense clean and maintain the Equipment in good order and substantial repair and condition;
- (e) make good any damage to the Equipment or any part thereof except to the extent that such damage is due to fair wear and tear;
- (f) permit, and procure any subsidiary to permit, Zokal and its representatives upon reasonable notice at any time to enter upon Your Premises at which the Equipment is located for the purpose of inspecting the Equipment;
- (g) notify Zokal if there is a breakdown or failure of the Equipment and, if required by Zokal, return the Equipment to Zokal at Your expense for the purpose of repairing or replacing the Equipment;
- (h) not undertake any repair of the Equipment without express permission from Zokal;
- (i) make the Equipment available during regular business hours if Zokal is required to service or repair the Equipment;
- (j) clean the Equipment properly and thoroughly upon completion of hire or pay Zokal the reasonable costs incurred in relation to cleaning the Equipment;
- (k) be responsible for the safe keeping of the Equipment, and indemnify Zokal for any loss or damage to it by whoever and howsoever caused;
- (l) promptly notify Zokal in writing of any removal or seizure of the Equipment from or out of the possession or control of You and provide details of the current address or place where that Equipment is situated;
- (m) be responsible for and indemnify Zokal against all claims in respect of injury to

persons, or damage to property, arising out of the use of the Equipment by whomever during the Hire Period however arising;

- (n) not purport or attempt to sell, hire, lease or otherwise part with possession of the Equipment;
- (o) not purport or attempt to dispose of charge or encumber the Equipment or assign any rights under this Agreement;
- (p) not alter the Equipment in any manner unless as otherwise agreed in writing between the parties, in accordance with clause 18;
- (q) utilise the Equipment within the specific purpose and design requirements;
- (r) not remove or obscure or deface any identifying mark or label on the Equipment or any part thereof;
- (s) not part with possession of the Equipment; and
- (t) comply with all relevant Acts, regulations and by-laws relating to the Equipment and its use.

8. DEFAULT, REPOSSESSION AND INSPECTION OF EQUIPMENT

8.1 Zokal may enter Your Premises to inspect the condition of the Equipment at any time once having provided You with two (2) business days' notice.

8.2 Specified Default events for the purposes of this Agreement include:

- (i) failure of You to pay any moneys on the due date and in the manner and currency as specified in this Agreement;
- (ii) failure by You to perform any liability under this Agreement, excluding payment default, and, in relation to any remediable or rectifiable failure in the decision of Zokal, within fourteen (14) days following notice by Zokal requiring remedy or rectification;
- (iii) non-compliance by You with or the fact of inaccuracy of any representation or warranty made or deemed to be made You under this Agreement, or in any document delivered to Zokal under or in connection with this Agreement, which has a material adverse effect on Zokal;
- (iv) the fact of any attachment, execution, writ of execution, garnishee order, charging order, or similar legal process being enforced or levied against any asset of Yours;
- (v) the appointment of any receiver and/or manager over, or possession taken by any secured party of, any asset of Yours;
- (vi) cessation of payment generally by You or the inability by You to pay all its debts as and when they become due and payable;
- (vii) the appointment of any administrator of Yours;

- (viii) the creation by any Security Party of any debt arrangement with its creditors generally or any class of creditors;
 - (ix) the fact of any governmental requisition for the compulsory sale or divestment, cessation or alteration of current use of any part of the Secured Collateral which has a Material Adverse Effect or which prevents or impedes the performance of any Security Document;
 - (x) the initiation of any investigation under the *Australian Securities and Investments Commission Act 2001* or any other legislation of any Security Party or its business activity or business records, which has a Material Adverse Effect; or
 - (xi) the cessation or proposal for cessation of business generally by You.
- 8.3 In the event of any Default by You, Zokal may inspect, repair or remove the Equipment at any time and You must grant Zokal access to the Equipment for that purpose.
- 8.4 In the event of any Default by You, Zokal may retake possession of the equipment, notwithstanding anything else contained herein.
- 8.5 If repossession takes place, Zokal shall only charge the Hiring Charges up to and including the time of repossession.
- 8.6 If Zokal is unable to hire the Equipment to You, Zokal may in its discretion supply or hire alternative suitable equipment to You. If the alternative equipment is not suitable, Zokal will not be liable for any claims arising out of its inability to supply the Equipment or alternative suitable equipment to You.
- 8.7 Zokal may at any time during any continuing Default, declare all amounts due and payable by You to Zokal to be immediately due and payable, and enforce this Agreement.

9. REMEDIES UPON DEFAULT

- 9.1 If You are in default then without prejudice to any other rights or remedies:
- (a) Zokal may perform any action necessary or desirable to remedy or rectify that default to the satisfaction of Zokal at the full cost of You;
 - (b) Zokal may terminate this Agreement and any other agreement between the parties; and
 - (c) You shall indemnify Zokal for any costs incurred in recovering Equipment whether abandoned, unlawfully detained or otherwise.

10. ZOKAL WARRANTIES AND LIABILITIES

- (a) Zokal excludes, to the extent permitted by law, all express or implied warranties, guarantees and conditions under statute or any other general law relating to the Equipment.
- (b) Where such express or implied terms cannot be excluded, to the extent permitted by

law, Zokal's liability for breach of any implied term is limited to either (at Zokal's option) the re-hiring of the Equipment to You or the payment of the costs of having the Equipment re-hired.

- (c) You are liable for all freight, transportation, delivery and insurance costs in returning any Equipment to Zokal and in having Zokal send any repaired or replacement Equipment to Your Premises.

11. YOUR LIABILITIES AND WARRANTIES

11.1 It is understood and acknowledged that:

- (a) You have read and agree to be bound by the terms and conditions of this Agreement;
- (b) the particulars in the Purchase Order and Annexure A are correct in every respect and are not misleading in any way including, without limitation, by omission;
- (c) You accept delivery of the Equipment in "as is" condition unless You indicate otherwise at the time of delivery;
- (d) Zokal at all times and in all circumstances retains title to the Equipment;
- (e) where Zokal supplies Equipment sourced from a third party, title to the Equipment remains with the third party;
- (f) in no circumstances will the Equipment be deemed to be a fixture;
- (g) if You are a corporate entity, You will notify the owner of any action having the effect of altering its control whether by transfer of shares, replacement of its directors or otherwise;
- (h) if this Agreement is signed on behalf of You, then the person signing has the authority to sign this Agreement as a duly authorised agent of You and accepts personal responsibility for the performance required under this Agreement and personally guarantees any and all of Your obligations under this Agreement;
- (i) this Agreement may be amended by Zokal from time to time by Zokal giving notice to You, and notice is deemed to be given when Zokal sends the notice to Your Premises in accordance with clause 18; and
- (j) Zokal may at any time transfer its rights under this Agreement and in relation to the Equipment, subject to any contrary provision in this Agreement or any related document.

12. RELEASES, LOSSES AND INDEMNITIES

12.1 You release Zokal from all claims, demands, loss or damage that you or any of your associates suffer directly or indirectly in connection with this Agreement or the Equipment (however caused).

12.2 Zokal will not be liable to you for any consequential loss arising from any special, indirect,

consequential or economic loss or damage of any nature including, without limitation, loss of profit.

12.3 You are liable for, and indemnify Zokal and its associates, against any liability or costs (including legal costs on a full indemnity basis) incurred by Zokal or any of its associates directly or indirectly in connection with:

- (a) your acts or omissions, or the acts or omissions of your associates, in connection with this Agreement; and
- (b) loss, destruction or damage to the Equipment; and
- (c) Your breach of this Agreement.

12.4 The above release and indemnity survives termination of this Agreement.

13. SECURITY INTERESTS

13.1 The parties acknowledge that this Agreement constitutes a Security Agreement and creates Security Interests in favour of Zokal.

13.2 You:

- (a) agree to sign any documents or do anything which Zokal reasonably requires to:
- (b) ensure that each Security Interest is enforceable and perfected; or
- (c) enable Zokal to exercise its rights in connection with each Security Interest, including the registration of a financing statement on the PPSR (and maintaining that registration); and
- (d) waives its rights to receive any verification statements or any notice otherwise required to be given by Zokal under section 157 or any other provision of the *PPS Law*.

13.3 Without Zokal's written consent, You must not:

- (a) create or permit to subsist, over all or any part of the Equipment, any Security Interest in favour of You or any party other than Zokal; or
- (b) sell, transfer, lease, fend, assign or otherwise dispose of or part with possession of the Equipment or any interest in it during the Hire Period.
- (c) The parties agree that to the extent not prohibited by Law, sections 96, 125, 142 and 143 of the *PPS Law* are excluded in full and will not apply to any Security Interests arising out of or in relation to this Agreement.

14. CREDIT ACCOUNTS AND APPLICATIONS

14.1 Zokal reserves any and all rights to from time to time review your Credit Account/s and Credit Application/s.

- 14.2 Zokal, without notice, may decide to remove any credit for any reason, including, but not limited to, change in your situation, failure to make any required payments in accordance with the operative clauses of this Agreement and/or failure to use the Equipment as prescribed under this Agreement.
- 14.3 Should Zokal remove your credit, you may terminate this Agreement immediately by providing Zokal written notice, in accordance with clause 18 of the Agreement and ensure that all monies owing and accounts payable are finalised and paid, the Equipment is returned to Zokal, in accordance with clause 6 and pay any monies and amounts subject to credit in accordance with the terms that the Credit Account was provided and Credit Application approved.

15. TERMINATION

- 15.1 The parties agree to the following terms regarding termination under this Agreement:
- (a) without prejudice to any other remedies available to Zokal and notwithstanding any period of hire specified, Zokal may in its absolute discretion terminate this Agreement at any time and/or decline to hire the Equipment to You at any time;
 - (b) upon termination of this Agreement You shall promptly return the Equipment to Zokal; and
 - (c) upon termination Zokal shall be entitled to take possession of the Equipment and for this purpose, You irrevocably appoint Zokal as its attorney and authorises Zokal or its agent to enter on any land or premises owned by or under the control of You and recover the Equipment and will pay for an indemnifies Zokal against all claims, losses, damages, costs, charges, fees and expenses arising out of the repossession of the Equipment.

16. LOSS, DAMAGE AND INSURANCE

- (a) Zokal will maintain current insurance policies in respect of the Equipment to its full insurable value.
- (b) Zokal does not take any responsibility for any persons injured as a result of hiring the Equipment, including, but not limited to disorderly conduct, inappropriate behaviour, reckless actions and, or misusing the Equipment in any manner.
- (c) You are responsible for the loss and damage to the Equipment whilst on hire. You will pay for any losses, damages, costs, charges, fees and expenses suffered by Zokal not recovered through the Insurance held.
- (d) You must take reasonable steps to ensure that that the Equipment is not damaged and is protected from weather events and harmful environments which are reasonably likely to cause damage to the Equipment.
- (e) You are to store and keep the Equipment in a safe and secure location, and Zokal takes no responsibility for any Equipment which is lost, damaged or stolen during the Hire Period, including in relation to when and where the Equipment is stored by You.

- (f) If any Equipment is lost, damaged or stolen during the Hire Period, You must immediately provide a Notice to Zokal, within one (1) hour of You becoming aware of such loss, damage, and /or missing Equipment. The Notice is to be provided in accordance with clause 18.
- (g) You must not alter, interfere with, repair or attempt to repair any Equipment during the Hire Period.
- (h) You agree to indemnify and hold Zokal harmless from all claims, costs, charges, fees, losses and damages suffered in respect of injury to person or property arising out of Your use and custody of the Equipment.
- (i) You acknowledge that You must pay for risks that the Insurance does not cover including theft, damage resulting from misuse or use violating statutory rules and regulations, or caused by the negligence of You or any other person whilst under hire to You, or loss or damage whilst being transported, or when the Equipment is wrongly converted to Your own use.
- (j) As Zokal does not provide insurance coverage to You, You are responsible in ensuring that all necessary and required insurance policies in relation to liability, fault and damage are in place to protect and indemnify Zokal against any and all claims, damage and loss.
- (k) It is agreed that in the event that You suffer any loss or damage howsoever arising as a result of inoperable Equipment then the liability of Zokal is limited to the repair or replacement of the Equipment and is not to include economic or consequential damages of any nature whatsoever.
- (l) Zokal shall not be liable for any damages or delay in delivery of the Equipment or any consequential or economic loss or damage caused or contributed to by the Equipment.
- (m) You must not perform or permit any action which may cause any prejudicial effect to the Insurance or potential claim under the Insurance.
- (n) You must perform any action and provide any document, evidence and information necessary to enable Zokal to recover any moneys due at any time under the Insurance.
- (o) You must have the required Insurance and provide evidence to Zokal of such to the Zokal's satisfaction.

17. ASSIGNMENT, POWERS AND DISCRETIONS

17.1 You must not assign or otherwise deal with this agreement without Zokal's consent. You will be treated as if you have assigned this Agreement if you are a company and there has been a change in control of more than half of your voting power or issued share capital. Zokal may assign or otherwise deal with this Agreement without your consent.

17.2 Zokal may exercise any right, function, power, ability or discretion under this Agreement in its absolute discretion. Zokal may provide conditionally or unconditionally or withhold its

approval in its absolute discretion unless this Agreement expressly says otherwise.

18. NOTICES

Any notice given under or in connection with this Agreement (“**Notice**”):

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be addressed and delivered to the intended recipient by hand, by prepaid post, by fax or by email to at the address specified in this Agreement, or last notified by the intended recipient to the sender after the date of this Agreement;
- (c) is taken to be given and made: in the case of hand delivery, when delivered, in the case of delivery by post, three (3) Business Days after the date of posting (if posted to an address in the same country) or seven (7) Business Days after the date of posting (if posted to an address in another country), and in the case of a fax, on production of a transmission report by the machine from which the fax was sent that indicates the fax was sent in its entirety to the recipient’s fax number, and if under paragraph (b) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4 pm (local time), it is taken to have been given or made at the start of business on the next Business Day in that place.
- (d) A party may serve a Notice by email if the Notice: includes a signature block specifying: the name of the person sending the Notice, and the sender’s position within the relevant party, states in the body of the message or the subject field that it is sent as a Notice under this Agreement, contains an express statement that the person sending the Notice has the authority to serve a Notice under this agreement, is sent to the email address on the cover page or the email address last notified by the intended recipient to the sender.
- (e) The recipient of a Notice served under clause 18(d) must: promptly acknowledge receipt of the Notice, and keep an electronic copy of the Notice, Failure to comply with this paragraph(e) does not invalidate service of a Notice under this clause.
- (f) A Notice sent by email taken to be given or made: when the sender receives an email acknowledgement from the recipient’s information system showing the Notice has been delivered to the email address stated above, when the Notice enters an information system controlled by the recipient, or when the Notice is first opened or read by the recipient, whichever occurs first. If under this paragraph a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4 pm (local time), it will be taken to have been given or made at the start of business on the next Business Day in that place.

19. CONFIDENTIAL INFORMATION

Each party:

- (a) except as permitted under this clause 19, must keep confidential all Confidential Information of the other party;

- (b) may use the Confidential Information of the other party solely for the purposes of this Agreement; and
- (c) may disclose Confidential Information of the other party only: with the prior written approval of the other party, to officers, employees and consultants or advisers of the party or its Related Bodies Corporate (including, but not limited to the party's insurers, insurance brokers and bankers) who:
 - (A) are aware and agree that the Confidential Information must be kept confidential; and
 - (B) either have a need to know (and only to the extent that each has a need to know), or as required to be disclosed by law or any order of any court, tribunal, authority or regulatory body.
- (d) Each party must notify the other party immediately once it becomes aware of any breach of confidentiality and must take all reasonable steps necessary to prevent further unauthorised use or disclosure of the Confidential Information.

20. CLAIM FOR PAYMENT

This Agreement is a claim for payment under the *Personal Property Securities Act 2009*.

21. ENTRY INTO THIS AGREEMENT

21.1 You agree to the terms and conditions in this Agreement and that this Agreement is binding once any one of the following takes place:

- (a) You mark or accept the tick box as required on the Zokal website;
- (b) You provide Zokal with a Purchase Order; or
- (c) You confirm either in writing or verbally that you agree to be bound to this Agreement.

For clarity, only one of the above acts is required and You shall be bound regardless of whether You have read or signed this Agreement or not.

21.2 You are also required to pay the sum as detailed on the Purchase Order and provide evidence of such payment to Zokal upon returning the Equipment, unless a Credit Application has been completed and approved by Zokal.