

1. TERMS AND CONDITIONS

The Owner agrees to let on hire the goods to the Hirer and the Hirer agrees to take the goods on hire from the Owner and upon and subject to the terms and conditions hereinafter set forth.

2. COMMENCEMENT AND TERM

The hire of the goods shall commence on the date specified on the face hereof and will be for a minimum term of twenty-four months.

3. RENTAL

The rent payable hereunder shall accrue from day to day and shall be payable and paid calendar monthly in advance. The first payment to be made on the date of the commencement of the Agreement and subsequent payments to be made at the expiration of each calendar month thereafter: Goods and Services Tax is additional to the stated rental.

4. SUPPLY OF WATER

The Hirer shall use only purification equipment supplied by, or water bottled and delivered by the Owner or its agent in the goods. Charges for water, cups, filters and other incidentals shall be paid on invoice on or before the twentieth of the month following delivery.

5. CONDITIONS OF GOODS

5.1 The Hirer agrees that the goods hired are of a size, design and capacity selected by the Hirer, and that the Hirer is satisfied that the same are suitable for their purpose and that the Owner has made no representations or warranties with respect to the suitability or durability of such goods for the purposes of and uses of the Hirer or any other representations or warranties expressed or implied with the respect thereto;

5.2 The Owner shall not be liable to the Hirer for any loss, damage or expense of any kind caused directly by the unit hired hereunder or the use and maintenance thereof or the repairs, servicing or adjustment to or by any delay or failure to provide thereof or by any interruption of service or loss of use thereof or for loss of business or damage whatsoever caused.

6. INSPECTION AND MAINTENANCE

6.1 The Hirer shall permit the Owner, its servants or agents to enter at all times upon the Hirer's premises to inspect the goods and will keep the goods in proper and secured premises and protect them from the weather and will not create or allow to be created or acquired any lien on the goods or any part thereof.

6.2 The Owner will at its own expense maintain and keep the goods in good and substantial order and repair.

6.3 In the event of any damage occurring to the good, the Hirer shall forthwith notify the Owner giving full details in respect thereof and furnishing such further information as may be required by the Owner.

7. INDEMNITY

The Hirer will indemnify the Owner and keep the Owner indemnified at all times against:

7.1 Loss by the seizure under distress for rent execution or other legal process;

7.2 Loss, destruction of or damage to the goods by fire, accident or any other cause whatsoever, and

7.3 any claims arising out of the use, operation or keeping of the goods.

8. CUSTODY AND ASSIGNMENT

8.1 During the term of hire and until the goods are collected by the Owner or the Owner's agent the Hirer will retain custody of the goods and will not release the goods to any third party.

8.2 Neither this Agreement nor the Hirer's rights hereunder shall be assignable except with the Owner's prior written consent.

9. DEFAULT

9.1 If the Hirer shall fail to observe or perform any provision or terms of this Agreement, it shall be lawful for the Owner to retake possession of the goods and for that purpose to enter into or upon any premises where the same may be and the determination of this Agreement under this clause shall not affect the right of the Owner to recover from the Hirer any moneys due to the Owner under this Agreement or damages for breach thereof; and

9.2 All costs and expenses incurred by the Owner in exercising or attempting to exercise its rights under this clause shall be paid by the Hirer to the Owner on demand. Overdue accounts will incur a penalty interest charge of three percent per month on the total overdue amount.

9.3 Where the Owner has reasonable cause to believe that the Hirer has failed to perform any provisions or terms of this Agreement the Owner may without notice terminate this Agreement and collect the goods. The Hirer shall be liable for all rental owing to the expiry of the minimum term on this Agreement, the two months notice period and any costs associated with such action.

10. TERMINATION

10.1 After the minimum term stated in Clause 2 above the Hirer may, on two months written notice and, by payment of any other amount owing to the Owner, terminate this Agreement and upon such termination the Owner will collect the goods or prescribe a method of return.

10.2 The Owner may at any time terminate this Agreement by giving two calendar months written notice to the address herein of the hirer and upon expiration of the said notice the Owner will collect the goods or prescribe a method of return.

11. PAYMENT

All rent and other moneys payable to the owner hereunder shall be paid calendar monthly in advance in such manner as prescribed by the Owner.