

IN VITRO TECHNOLOGIES PTY.LTD.
GENERAL CONDITIONS OF EQUIPMENT RENTAL/LEASE

A.B.N. 27102379895

The terms and conditions set out below form part of the Rental Agreement (RA) between the company identified in the RA ("Us", "We", "Our") and the Hirer ("I", "You", "Your") to hire the equipment identified in the RA ("Vehicle") "Hirer" means the person/company named in the RA as the Hirer and any person/company who provides a Credit Card Authority to Us.

EQUIPMENTCONDITION

You acknowledge receiving the Equipment from Us:

- in a good and clean condition except as specified in the Equipment Details and Damage Report;
- with manufacturer supplied tools, tyres, accessories and equipment, a street directory, keys and any other items specified on the EquipmentDetails and Damage Report or in the RA;
- with the seal of the odometer unbroken;
- with the Check Out Odometer and Fuel Reading set out in the RA.
- You agree to maintain tyre pressure, fluid and fuel at the proper operating levels and to immediately report to Us any defect.

RETURN OF Equipment

You agree to return the Equipmen tto Us:

in the same condition in which You received it;

to the Return Location in the RA by the Return Date and Time in the RA;

with all of the items described in Clause 1(1)(b) in good condition;

with a fuel reading at least equal to the Check Out Fuel Reading in the RA unless You have purchased Pre-Paid Fuel from Us at the commencement of the hire.

We must be notified and agree to any extension of the period of hire, in advance of the Return Date. If You fail to return the Equipmentto Us by the Return Date & Time, the Equipmentwill be immediately reported to the Police as having been stolen.

We may take possession of the Equipmentwithout prior demand if it is illegally parked or if, in Our opinion:

it is being used, or has been used, in contravention of any law or of a term of this RA; or

it has apparently been abandoned.

You will be responsible for the Equipmentand the Hire will continue until We make Our final inspection (including where the inspection can not take place for some time e.g. You return the Equipmentto a location which is unattended).

USE OF VEHICLE

Persons who must not drive the Equipment(unless authorised by Us in writing):

A person who is not identified under "Hirer and Driver Information" in the RA or in a Credit Card Authority.

A person who does not hold a current unrestricted motor equipmentdriver's licence for the particular class of Equipment hired (learners permits and provisional licences are not acceptable).

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A person whose breath or blood alcohol concentration exceeds the maximum lawful concentration or who is intoxicated or who is under the influence of any drug, toxic, or illegal substance.

A person who has given Us or for whom You have given Us a false name, age, address or driver's licence details.

A person, whose driver's licence has been cancelled, endorsed or suspended within the last three years.

A person who is under the age of (21) years or over the age of (75) years.

The Equipment must not be used by You or by any Authorised Driver (unless authorised by Us in writing):

If the Place of Hire is in NSW, QLD, VIC or SA the Equipment must not be used in WA, NT or TAS.

If the Place of Hire is in WA, NT or TAS the Equipment must not be used out of the state or territory of hire.

(Except where Snowpak coverage is purchased) above the snow line being either the entrance to national parks in which snow falls or areas in which snow chains are required to be fitted (by the relevant authority).

On any unsealed road (being a road not sealed with a hard material such as tar, bitumen or concrete) unless the Equipment is a 4WD in which case it may also be used on graded unsealed roads. No Equipment (including 4WDs) may be used on off road conditions. Off road conditions include but not is limited to fire trails, beaches, sand, tracks, fields or paddocks.

To carry persons for hire or reward or to carry any inflammable, explosive or corrosive materials.

To propel or tow any equipment (not being a trailer), or to propel or tow any trailer with a load in excess of the capacity of the trailer, towing mechanism or Vehicle.

To carry any greater load, number of persons or for use in a manner or for a purpose for which the Equipment was not designed and constructed or to carry any greater number of persons than the Equipment has seat belts.

To carry any animal or pet.

For racing, pacemaking, reliability trials or hill climbing, or being tested in preparation for those purposes.

In contravention of any criminal legislation, any legislation involving a penalty, or for any illegal purpose whatsoever.

If We have directed You or any Authorised Driver not to drive the Vehicle.

CHARGES

You agree to pay on demand all of the following charges up until return to or recovery by us of the Equipment (whether or not charges are detailed in the RA):

All charges at the rates described under "Rental Charges" in the RA. Daily rates apply to each consecutive 24-hour period commencing from the Check Out Time.

The Loss or Damage Liability Fee and Single Equipment Accident Liability Fee and the Area of Use Liability Fee in the RA.

The cost of repair or reinstatement of loss or damage where loss or damage cover offered by Us does not apply.

Where You breach any of Your other obligations under this RA - (without limiting any other right We have) such sum as is necessary to compensate Us for Our loss or damage as determined by Us acting reasonably.

All fines, penalties and other similar charges incurred plus Our administration fee per event.

All applicable goods and services tax (GST), Premium Location Surcharges (PLS) stamp duty and any other government taxes or duties that may apply.

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(Unless You have purchased Pre-Paid Fuel at the commencement of the hire) Our charge for adding fuel to the Equipment up to the Check Out Fuel Reading, which will include a service charge.

The cost to Us of recovering the Equipment in the circumstances described in Clause 2(3).

Where You fail to return any of the items described in Clause 1(1)(b) in good condition - the cost to Us of replacing same.

Final charges will be determined after a final inspection by Our representative which will be made as soon as practicable after return to, or recovery by Us of the Vehicle.

PAYMENT OF CHARGES

You hereby irrevocably and unconditionally authorise Us to charge to Your credit card and/or to charge to Your account (as nominated respectively under "Payment Information" in the RA or in the Credit Card Authority) all charges payable by You under this RA.

If You fail to make full payment of any charge due to Us:

You agree to pay Us:

Interest on all outstanding charges at a rate of 9% per annum. You agree that such interest is a genuine pre-estimate of Our damages. Payments received will be credited firstly against any accrued but unpaid interest;

Our costs of recovering or attempting to recover from You outstanding charges, including any mercantile agent's costs, and legal costs on a full indemnity basis;

We shall be entitled to list Your payment default/s with the Credit Reference Association of Australia or other relevant credit reference organisations, which You acknowledge may affect Your credit rating.

LOSS OR DAMAGE COVER OFFERED BY US

Standard Cover ("SC"): You will have the cover provided in Clause 7 below subject to the conditions and exclusions. Renter Protection ("RP"): If You choose Renter Protection You will be provided Standard Cover. In addition Your Loss or Damage Liability Fee is reduced to the amount stated on the RA. Other Liability Fees continue to be payable where applicable.

Premium Protection ("PP"): If You choose Premium Protection You will be provided. In addition the Single Equipment Accident Liability Fee is not payable and tyre and windscreen damage (described in 9(4)) is covered when accidental.

STANDARD COVER

We will pay for the amount of any accidental loss or damage to Our Equipment (including prior accident value or repair costs), Our assessment fees, towing and storage fees, Our legal and investigative expenses, Our loss of rental revenue and Our service charges. We will also pay for any amount which You are legally held liable to pay, as a result of an accident caused by Your use of the Vehicle, for loss or damage to property other than any property owned by You (or any relative, associate, passenger or any person known to You) or any property in Your physical or legal control. The Standard Cover is subject to conditions and exclusions below.

CONDITIONS OF COVER

This payment is subject to:

You not being in breach of any terms or conditions contained in or implied by this RA.

Your payment (in respect of each separate incident), regardless of cause/fault, of the Loss or Damage Liability Fee and where applicable, Area of Use Liability Fee in the RA.

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Your payment (in respect of each separate incident), regardless of cause/fault, of the Single Equipment Accident (SVA) Liability Fee stated on the RA where the incident covered is an SVA, being an incident in which:

no other motor equipment is involved (e.g. rollovers, collisions with animals, trees, pedestrians etc)

another motor equipment is involved but:-

that other motor equipment or its driver has not been identified to Us; or

at the time of the incident the Equipment was moving in reverse and that other motor equipment was stationary; or

at the time of the incident that other equipment was parked.

You will promptly report to Us and the police or other relevant authority, and in any event within 24 hours, any incident involving loss or damage to the Equipment or any other property or injury to any person.

You providing such information and assistance as may be requested by Us and if necessary, authorising Us to bring, defend or settle legal proceedings. However, We shall have sole conduct of any such proceedings.

You giving to Us immediately every summons, complaint, demand or notice in relation to any loss or damage.

You submitting to any tests required by the police to determine the concentration of alcohol or drugs in Your blood.

You not leaving or decamping an accident without providing full particulars to all relevant persons and authorities.

You not being covered under any policy of insurance covering the loss or damage in which case You will not be covered by Us.

EXCLUSIONS TO COVER

Damage Not covered:

Damage or loss arising from Theft, where the Equipment is left unlocked or unsecure or You have not kept the keys secure.

Damage or loss where the Equipment is totally or partially immersed in water regardless of cause.

Damage or loss to the interior of the Vehicle, which requires professional cleaning, deodorising or repair.

Damage or loss to the tyres, such as punctures, cuts, abrasions or to the windscreen such as chips, cracks and stars.

Damage or loss to tyres caused by use on construction sites, mines and unsealed roads.

Overhead damage being damage or loss sustained to the Equipment or any other property caused by driving the Equipment into or under any object of the same or a greater height than the base of the Vehicle's front windscreen.

Damage or loss caused to any part of the pantech or box section or convertible roof.

Damage or loss to the undercarriage of the Equipment or to any other property arising from contact between the undercarriage and any object, obstruction or road surface regardless of cause. The undercarriage means any exposed components including but not limited to, wheels and tyres, engine, transmission, sumps, differential, suspension, exhaust system, fuel tank, floor pan, tailgate lifters and ramps or any other mechanical or structural item.

Damage or loss to the tailgate lifter, ramps and associated equipment during usage of those items.

Damage or loss caused to the Equipment or third party property by You driving the Vehicle, after the Equipment has sustained radiator fluid loss, transmission or engine oil loss or loss of tyre pressure.

Damage or loss to the Equipment or third party property caused by You failing to secure properly any load or equipment.

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Damage or loss caused to the Equipment or third party property by loading or unloading to or from the Vehicle.

Damage or loss to the Equipment deliberately caused by You or by You using the Equipment in a dangerous or reckless manner.

Damage or loss to the Equipment whilst being transported, ferried or towed without Our authority, or whilst the Equipment is taken off the mainland or across any waterway whatsoever or used in any unauthorised area.

The cost of towing or salvage of the Equipment in or from a remote or sparsely populated area.

Damage or loss caused to the Equipment through the use of snow-chains or roof racks.

Costs or expenses incurred including legal costs (on a full indemnity basis) and interest as a result of Your failure to deliver immediately every summons, complaint, demand or notice in relation to any loss or damage.

Damage or loss to any personal property owned by You (or any relative, associate, passenger or any person known to You) or in Your possession.

GENERAL PROVISIONS

We reserve the right to refuse hire of another equipment to You following any incident or accident or where You have breached a term of this RA.

We are not liable for any loss or damage to personal property left in the Vehicle, or any property received, handled or stored by Us at any time before, during or after the hire period.

No Hirer, driver or passengers in the Equipment shall be deemed to be Our agent, servant or employee, in any manner or for any purpose whatsoever.

To the fullest extent permitted by law, all terms, conditions and warranties which would otherwise be implied are hereby expressly excluded.

Whenever We are permitted to limit Our liability under State and/or Federal statute for breach of an implied condition or warranty, Our liability is limited to the replacement, repair or re-supply of the Vehicle.

We are not liable for any indirect, special, incidental or consequential damage suffered by You or any other person due to any breach of this RA by Us and You release and indemnify Us (including for legal costs) from any such claim.

None of Our rights under this RA may be waived except in writing by one of Our officers.

Words used in this RA and/or noted on the RA include all genders and singular words include the plural.

You warrant that all information supplied in connection with this RA, whether before or after the date hereof, is or shall be true and correct in all respects, and that You will immediately notify Us of any such changes.

References in Clauses 6, 7, 8, and 9 to "You" or "Your" shall include the Hirer and all Authorised Drivers in the RA.

Where "You" are more than one person Your obligations under this RA are joint and several. "Person" includes a company.

PRIVACY

We are committed to protecting Your privacy. We collect personal information in order to process any application or service You have requested as per Our terms and conditions. For more information on Our Privacy Policy, email to info@invitro.com.au, mail to The Privacy Officer, Po Box 874, Mascot NSW 1460 or telephone (02) 8337 2700.

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