

RENTSMART LOAN LAPTOP TERMS AND CONDITIONS

LOAN LAPTOP RS1 (01/11/2009) RENTSMART PTY LTD ATF RENTSMART UNIT TRUST ABN 62 233 046 288

In this agreement:

You means the person or persons renting the Equipment and named as Renter on the Cover Page of the Associated Rental Agreement. If there is more than one person so named as Renter, you are bound jointly and individually, and every reference to you will be taken to apply to you and each of you. If you, or any of you, are a trustee, you are liable both personally and in your capacity as trustee.

Associated Rental Agreement means the Rental Agreement quoted on the cover page of this agreement. All Terms and Conditions of the Associated Rental Agreement apply equally to this agreement and should be read in conjunction with the Terms and Conditions of this agreement. Amounts payable under the Associated Rental Agreement remain payable as and when they fall due during the term of this agreement.

You includes your, and each of your executors, administrators, successors and permitted assigns, and each of them.

We and us includes our and means RentSmart Pty Limited (ACN 073 225 457) as trustee for RentSmart Unit Trust (ABN 62 233 046 288), its successors and assigns and, if RentSmart Pty Ltd enters into this agreement as an agent, means the Principal, its successors and assigns.

Related Agreement means each and every lease agreement, rental agreement, hiring agreement, loan agreement, funding arrangement and any other financial or credit agreement or arrangement you, or any Guarantor, enter into at any time with us, or if we enter into this agreement as an agent for another person, with that person, and/or any of our or that person's Related Corporations. If you breach any term or condition of this or any Related Agreement you commit a default under this and every other Related Agreement.

Term means the duration of the period commencing from the despatch of the Loan Laptop to you until you have received back from repair or warranty replacement, the computer equipment rented from us under the Associated Rental Agreement or 60 days from the despatch of the Loan Laptop to you whichever is the shortest.

1. Eligibility

Your application for a Loan Laptop is subject to an assessment process and approval cannot be guaranteed. To be eligible to receive a Loan Laptop you must:

- a) be currently renting a Laptop Computer or Desktop Computer within the initial term of your Associated Rental Agreement but not be within the last 3 months of your initial term.
- b) be fully paid up on your Associated Rental Agreement and all Related Agreements.
- c) provide at RentSmart's request such relevant insurance/warranty reference details such as insurer/underwriter, policy number and claim number.
- d) meet other requirements that RentSmart may stipulate at the time of your application for a Loan Laptop.

2. Fees and Charges

- a) A deposit of \$150 is required to be paid upon approval of your claim. The deposit will be refunded upon receiving the Loan Laptop in good working order with all peripherals including, battery, power leads etc returned to the head office at Level 1 1260 Hay Street, West Perth WA.
- b) Immediate return of the complete laptop and peripherals within 5 days from the end of the Term is expected. A daily charge of \$5 will be incurred per day after the 60 day period and an invoice will be provided to you monthly for the cumulative charge. If the laptop has not been returned within 30 days of the end of the Term, charges to replace the laptop will be incurred being the lesser of the current or new replacement value of the Loan Laptop or \$500.

c) RentSmart will courier the Loan Laptop to your usual address at no cost to you, however returning the Loan Laptop to our head office will be at your expense and any damage incurred to the Loan Laptop will be remedied at your expense.

d) If the loan laptop is not returned / returned in poor condition / without peripherals / not working / stolen / lost or damaged, you will be charged with the costs incurred to replace / repair the Loan Laptop and/or any supplied peripherals.

3. Loan Laptop Equipment Specification

The Loan Laptop specification is a RentSmart standard and as such it may not be to the same specification and/or have the same software programs installed on it. RentSmart does not undertake to make good any difference in specification or software installation.

4. Use and maintenance of Equipment

a) You must:

- (1) Keep the Equipment in first class working order, repair and condition (fair wear and tear excepted);
- (2) Follow all the manufacturer's instructions; and
- (3) Notify us immediately if it is damaged, lost or destroyed.

b) You must further:

- (1) Keep the Equipment under your control; and
- (2) Only allow properly qualified (or licensed) people to use it.

c) You must not:

- (1) Sell or attempt to sell the Equipment, give possession of it, give any interest in it, or transfer or assign this agreement to any person;
- (2) Remove the Equipment, or permit or allow it to be removed, from the Location; or
- (3) Make any alteration or addition to the Equipment which may adversely affect its market value, without our prior written consent.

d) You must let us enter any premises to inspect the Equipment whenever we ask to.

e) You must comply with all laws at any time in force relevant to the use of the Equipment.

5. Return of Equipment

At the end of the Term, or when this agreement is terminated, you must return the Equipment and the copy of any software supplied for use with the Equipment to us:

- a) In full;
- b) At your own cost;
- c) In first class condition; and
- d) With anything that belongs with it.

6. Do not attach Equipment without consent

You must not attach, fix or secure the Equipment to any land or premises unless you first obtain our written consent. If we request it, you must provide us with a consent in such form as we may reasonably require from the owner of any premises in which the Equipment is located for us to exercise our rights to the Equipment under this agreement or at law. If we require it, you must also affix notices or other markings on the Equipment to indicate our rights in the Equipment in such form and manner as we may direct.

7. Set-off

You may not withhold any payments or make any deductions from any payment due to us, for any reason.

8. No lien

You must not involve us in any liability or create any lien over the Equipment.