



SENSIUM®
EMPOWERING CONNECTIVITY

ARMADAGPS® vyllo TRACK box

RENTAL AGREEMENT SCHEDULE



Rental Agreement Schedule

AGREEMENT NUMBER: _____

CUSTOMER DETAILS

Customer: (Legal name including Trustee(s) names in full)

Company Number: _____

Billing Address: _____

City: _____

Country: _____

Post Code: _____

Contact Name: _____

Phone: _____

Mobile: _____

Email: _____

EQUIPMENT

DESCRIPTION

SERIAL NUMBER

1: _____

2: _____

3: _____

4: _____

5: _____

(More than 5 devices, please attach additional sheet)

RENTAL PAYMENT AND TERMS

DEPOSIT (Option only for 1-5 Units)

Term _____ months from commencement date

Deposit

Directors Guarantee

Monthly payments of \$ _____

Deposit Received \$ _____

Plus GST \$ _____

Initial: _____

Rent Payment (Total) \$ _____

NB: First monthly rent payment must accompany this signed Rental Agreement Schedule

CUSTOMER SIGNATURE

In signing this agreement the Customer acknowledges that they have read, understood and agreed to the attached terms and conditions.

Full Name: _____

Date: _____

Title Held: _____

Witness Name: _____

Signature: _____

Witness Signature _____

Full Name: _____

Date: _____

Title Held: _____

Witness Name: _____

Signature: _____

Witness Signature: _____

CLIENT INFORMATION

Finance/Trade References

Company: _____	Contact: _____	Phone: _____
Company: _____	Contact: _____	Phone: _____
Company: _____	Contact: _____	Phone: _____
Insurance Policy Number: _____	Contact: _____	Phone: _____
Accountant: _____	Contact: _____	Phone: _____

We hereby authorise our accountant to provide you with financial information with respect to this facility if required

Initial: _____

GUARANTOR'S SIGNATURE

Each of the following person(s) (collectively the "Guarantor") agrees to provide a guarantee and indemnity on the terms and conditions set out in this document. The Guarantor acknowledges having read and understood the terms and conditions of rental and the guarantee.

First Director/Partner: _____	DL Number: _____	DOB: / /
Residential Address: _____	City: _____	Post Code: _____
Home Owner: YES / NO	If YES, Since: / /	
Email Address: _____	Mobile: _____	
Signature: _____	Date: _____	
Witness Name: _____	Witness Signature: _____	
Second Director/Partner: _____	DL Number: _____	DOB: / /
Residential Address: _____	City: _____	Post Code: _____
Home Owner: YES / NO	If YES, Since: / /	
Email Address: _____	Mobile: _____	
Signature: _____	Date: _____	
Witness Name: _____	Witness Signature: _____	

Sensium® Limited (Company Number 1741526) ("we" or "us") of Suite 3b, 109 Dominion Road, Mt Eden, Auckland agrees to rent to the Customer named in the Schedule ("you" or "customer") the equipment described in the Schedule (the "equipment") and you agree to rent the equipment from us upon the terms and conditions set out in this document. This document will not bind us until it is signed by our authorised officer, at which time a contract for rental of the equipment (this "agreement" or the "Rental Schedule") will arise without the need for us to give any further notice.

FOR AND ON BEHALF OF SENSIMUM® LTD

Authorised Officer Name: _____

Authorised Officer Signature _____ Date: _____

Sensium® Limited Equipment Rental Terms And Conditions

1. Duration of Rental

- 1.1. This rental commences on the commencement date and continues until it expires or is terminated as set out in these terms.
- 1.2. The Equipment rental will continue for an initial term of three (3) years from the commencement date ("Initial Term"). After the Initial Term either of us can terminate this Rental by giving the other at least three (3) months' prior written notice.
- 1.3. We may also terminate this Rental as set out in clauses 9.2 or 11.

2. Payments

- 2.1. As an essential term of the rental of the Equipment, you must pay all rental payments, together with Goods and Services Tax and all other applicable duties and taxes as set out in clause 15 for the use of the Equipment, by either direct debit or electronic funds transfer as directed by us.
- 2.2. The first rental payment is due on signing the Rental Agreement. The remaining rental payments are payable in advance on the same day of the month as the first rental payment at the payment frequency as specified in the Schedule (being a Business day).
- 2.3. Prior to installing the Equipment, the Customer must pay a security deposit to us in the sum as specified in the Schedule. The security deposit is a sum that we can:
 - (a) utilise to meet the costs (or part of the costs) to repair or to replace the Equipment if it is damaged or lost; and/or
 - (b) apply and retain in respect of rental income that we could have earned from the end of the term of the rental if you fail to return the Equipment at the end of the term of the Rental. For the purposes of this clause, we can retain and apply the security deposit whether or not we have a further hire of the Equipment booked.
- 2.4. If the Equipment is returned to us undamaged within 24 hours of the end of the hire period, the security deposit will be refunded in full to you.
- 2.5. You are not entitled to any interest on the security deposit.
- 2.6. All payments must be made to us in full and free of any set-off, deduction or withholding whatsoever.
- 2.7. Your obligation to pay amounts under the Rental Agreement is absolute and unconditional and continues despite any fault in, loss or theft of, or damage to the Equipment or any dispute between us.

3. Installation of Equipment

- 3.1. We will install the Equipment to your vehicle at one of our approved installer's premises. If you require the installation to occur at any other place then an additional fee is payable by you.
- 3.2. 3.2 Prior to your entry into the Rental Agreement you acknowledge that you formed your own judgement about the Equipment and did not rely upon any statements, representations or terms expressed by us or anyone on behalf of us. In particular you satisfied yourself about:
 - (i) Its compliance with its description;
 - (ii) Its condition, suitability and fitness for your purposes; and
 - (iii) The validity of any manufacturer's dealer's or supplier's warranties or guarantees and entitlements to patents.

4. Location of the Equipment

- 4.1. The Equipment must remain attached to the vehicle it was attached to and be kept in your possession and control.

- 4.2. If you wish to remove the Equipment or have it attached to another vehicle you must notify us in writing. We will remove or relocate the Equipment (as the case may be) at your expense.
- 4.3. When requested by us and subject to us giving reasonable notice, you must allow our representative to enter the place where the Equipment is during normal business hours to:
 - (i) Inspect its condition
 - (ii) (Confirm that the terms of this rental are being complied with, and
 - (iii) Exercise any of our rights under this rental.

5. Ownership of the Equipment

- 5.1. The Equipment remains our property at all times. You are a Bailee only and have no title or interest in the Equipment.
- 5.2. You must not create any Encumbrance over the Equipment or do anything which could prejudice or jeopardize our rights in respect of the Equipment.
- 5.3. You must not sell, transfer or otherwise dispose of your rights in respect of the Equipment or attempt to do so.
- 5.4. Any replacement part or addition to the Equipment forms part of the Equipment and becomes our property.
- 5.5. You must do everything requested by us including obtaining waivers by other persons to ensure that no other person acquires or retains any interest in the Equipment.
- 5.6. Despite our ownership of the Equipment, the Equipment is at your sole risk from the time it is attached to your vehicle.

6. Use of the Equipment

- 6.1. You must use the Equipment only in your business operations and in the manner and for the purpose for which the Equipment is designed and manufactured.
- 6.2. You must only use the Equipment in accordance with:
 - (i) All applicable laws;
 - (ii) Our direction or instructions; and
 - (iii) The manufacturer's specifications, instructions and recommendations.
- 6.3. You must not alter or modify the Equipment in any manner. You must not use the Equipment in any way to stalk or harass any person.
- 6.4. You assume all risks and liabilities arising from the use and possession of the Equipment.

7. Repairs and Maintenance

- 7.1. You must take proper care of the Equipment and keep it in good working order and in good repair (fair wear and tear excepted).
- 7.2. You must ensure that the Equipment is serviced and maintained in accordance with our specifications and reasonable requirements.

8. Insurance

- 8.1. You must keep the Equipment insured during the Term against:
 - (i) Loss or damage for the full insurable value of the Equipment;
 - (ii) Public liability for bodily injury or damage to property arising in connection with the Equipment for not less than the amount required by us; and
 - (iii) Any other risks as we require. Such insurance must note our interest as owner of the Equipment.
- 8.2. You must promptly notify us in writing of any event which may

lead to a claim under any insurance. You must comply with all or our directions in respect of any such claim.

8.3. You authorise us to do anything you could do in respect of any claim under any insurances and you irrevocably appoint us as your attorney to do these acts on your behalf.

8.4. You must produce evidence of the insurance policies and payment of premiums whenever we ask for them.

9. Loss or Damage

9.1. You must take proper care of the Equipment and keep it safe and secure.

9.2. You must notify us immediately if the Equipment is lost or damaged. If the Equipment is lost or damaged then we may, at our sole and subjective option, elect to either:

- (i) At your cost replace the Equipment; or
- (ii) Terminate this Rental in respect of the Equipment.

9.3. If we decide to replace the Equipment then;

- (i) We must replace the Equipment with comparable Equipment in good working order and condition as soon as reasonably practical;
- (ii) The replacement Equipment forms part of the Equipment under this Rental;
- (iii) You must pay or procure that your insurer pays the amount reasonably determined by us as the cost of the replacement Equipment; and
- (iv) You must continue to pay the Rental payments.

9.4. If we decide to terminate this Rental in respect of the Equipment then you must immediately pay to us all moneys owed by you to us.

9.5. If any part of the Equipment is damaged, but not to the extent that clause 9.4 applies, you must restore it to the condition it was in before it was damaged and ensure that any replacement part becomes our property.

10. Exclusion of warranties and application of PPSA

10.1. You acknowledge that:

- (i) The Equipment is supplied to you and acquired by you in trade, we agree to contract out of the provisions of the Consumer Guarantees Act 1993 and that it is fair and reasonable to do so.
- (ii) The Equipment are not goods of a kind ordinarily acquired for personal, domestic or household use or consumption
- (iii) To the fullest extent permitted by law, all express and implied terms, conditions and warranties other than the ones set out in these terms and conditions are excluded;
- (iv) We are not liable for any loss of business or profits, or any consequential, indirect, special or punitive loss to you arising out of or connected with any defects in or performance of the Equipment;
- (v) We are not liable for any injury to any person or loss or damage to property arising from your possession, operation or use of the Equipment;
- (vi) If, for whatever reason the above exclusions of liability do not apply, then the extent of our liability is no more than either at our choice to:
 - (a) Replace the Equipment with the same or equivalent Equipment, or pay the cost of one of those things; or
 - (b) Repair the Equipment or pay for its repair,
- (vii) We have not made any representation, warranty or undertaking about the condition or quality of the Equipment, its

suitability or fitness for your purposes, or its safety,

(viii) We may exchange the Equipment with other Equipment of a like or better type at any time during the Term and the replacement Equipment will be taken to be the Equipment for the purposes of this Rental.

10.2. Nothing in these terms is intended to exclude, restrict or modify and any of our statutory obligations that cannot be lawfully excluded, restricted or modified.

10.3. Personal Property Securities: Words beginning with a capital letter and not otherwise defined in this clause have the meaning given to them in the Personal Property Securities Act 1993 ("PPSA"):

- (i) You acknowledge that this Rental creates a Security Interest which is registrable on the Personal Property Securities Register ("PPSR");
- (ii) You must sign and deliver any documents that we require to ensure that we have a perfected first ranking Security Interest in the Equipment under the PPSA;
- (iii) You and/or us and will keep us indemnified for any and all costs expenses charges we incur or suffer in registering or maintaining that Security Interest and/or (if relevant) exercising rights our rights;
- (iv) You waive any right to receive a copy of a Verification Statement verifying the registration of a Financing Statement or a Financing Change Statement.
- (v) You waive your rights under sections 114(1)(a), 116, 117(1)(c), 119, 120(2), 121, 125, 126, 127, 129, 131, 132, 133 and 134 of the PPSA.
- (vi) We can allocate any moneys received from you in our sole and absolute discretion including any manner required to preserve any Purchase Money Security Interest in the Equipment.

11. Termination and repossession

11.1. If you breach an essential term, we may without prejudice to any of our other rights (and despite any delay or previous waiver by us):

- (i) Terminate this Rental and your right to possession of the Equipment by giving you written notice;
- (ii) Treat this Rental as repudiated and accept such repudiation.

11.2. We have no liability to perform any of our obligations under this Rental while a breach of an essential term continues.

11.3. If we terminate this Rental under this clause then:

- (i) We are entitled to immediately repossess the Equipment and enter upon any land or premises where the Equipment is to do so;
- (ii) If you fail to deliver up possession of the Equipment to us we may (but are not obliged to) take such action as we consider necessary (in our sole and subjective opinion) to recover possession of the Equipment.

11.4. For the purpose of these terms, a breach of an essential term means of any of the following:

- (a) any failure by you to pay any money due under this Rental where such failure continues for 5 Business days (whether demand is made or not);
- (b) you by your conduct indicate, or in writing inform us that you are not or do not intend to be bound by this Rental;
- (c) if you fail to comply with clauses 4.1, 4.2, 5.2, 5.4, 8.1 or 9.1;
- (d) If we reasonably believe that the Equipment will be removed or damaged or concealed by you contrary to the provisions of this Rental;
- (e) If you fail to comply with any provisions of this Rental and

such failure continues for a period of 5 Business days after notice from us requiring that failure to be remedied;

(f) If there is in our reasonable opinion a material adverse change in the business, assets or financial condition of you or any Guarantor;

(g) If you cease or threaten to cease to carry on your business or without our prior written consent transfer or dispose of all or a substantial part of your assets whether voluntary or due to compulsory acquisition;

(h) If you or any guarantor being a company become an externally administered body corporate or any steps are taken to make you or any guarantor an externally administered body corporate;

(i) If you or any guarantor being a natural person become insolvent under administration or a bankruptcy notice is filed or any other steps are taken to make you or any guarantor insolvent or under administration;

(j) If we acting reasonably believe that you or any guarantor has acted fraudulently in connection with this Rental;

(k) if any warranty, representation or statement given by you or any guarantor under this Rental or in relation to the application for this Rental is or becomes false or misleading in any material respect;

(l) if you repudiate any other arrangement you have with us for the hiring or leasing of goods or for the provision of any financial accommodation;

12. Return of Equipment on expiration or termination

12.1. You must immediately return the Equipment to us at your own cost on the termination or expiration of this Rental to the place specified by us.

12.2. The Equipment must be in good repair, condition and working order (ordinary wear and tear excepted) when returned.

12.3. You must also sign any documents and do anything we require to properly return the Equipment to us, including returning all operating manuals and documents relating to the Equipment.

13. Overdue Interest and costs

13.1. You must pay interest to us on any money payable under this Rental which is overdue and also on any damages which you may be liable to pay to us at the Default Rate of 15% per annum calculated daily and accruing monthly on the outstanding amount (despite any intervening judgment).

14. Remedy of breaches by you

14.1. If you breach any of your obligations under this Rental or in our opinion have not performed these obligations properly, then we may at our discretion (but without any obligation to do so) take such steps as we consider necessary to remedy such breach or non performance.

14.2. Any and all costs charges and/or expenses suffered or incurred by us in exercising our rights under clause 14.1 incurs interest at the Default Rate from the date of payment by us until the date of repayment by you. Such money is repayable by you on demand.

15. Duties and taxes

15.1. Goods and Services Tax and any and all other taxes and duties that may be applicable in relation to the Equipment must be paid by you to us at the Time of Supply (as defined under the Goods & Services Tax Act 1985).

15.2. You must pay all duties and taxes (including Goods and Services Tax ("GST")) and any fees which in any way relate to the rental of the Equipment, any supply made by us or any transaction contemplated by these terms.

15.3. Unless GST is expressly included, any payment for any supply made under on in connection with this Rental does not include GST.

(i) If such supply is a taxable supply, then that payment is increased by an amount equal to the GST imposed in respect of the supply, and subject to receipt of an effective tax invoice is payable at the same time.

(ii) If a payment is by way of reimbursement or indemnity and is calculated by reference to the GST inclusive amount of a loss, cost of expense incurred, then the payment is to be reduced by the amount of any input tax credit in respect of that loss, cost or expense before any adjustment is made for GST.

15.4. All payments under clauses 15.1 and 15.2 must be made at the time that liability to pay such duty, taxes or fees arises.

16. Indemnities

16.1. You and any Guarantor indemnify us jointly and severally against any liability or loss arising from and any costs and expenses incurred in connection with:

(i) The use or possession of the Equipment by you or any other person;

(ii) Any claim caused directly or indirectly by the Equipment or by any Inadequacy of the Equipment or defect in the Equipment or from the use or condition of the Equipment; or

(iii) Any claim arising out of any failure by you or any Guarantor to perform any of your obligations under this Rental;

(iv) Any claim arising from the Termination of the Rental to the extent not otherwise recoverable under this Rental;

(v) Exercising our rights under this Rental; and

(vi) Any new statute or a change in any statute that affects this Rental including your rights or our obligations or return under this Rental.

16.2. Each indemnity is a continuing obligation, separate and independent from your other obligations (including your obligation under clause 11) and continues after this Rental expires or is terminated. It is not necessary for us to incur an expense or make a payment before we enforce a right of indemnity.

17. Trusts

17.1. If you enter into this Rental as a trustee of a Trust. then you enter into this Rental both in your personal capacity and in your capacity as trustee of that Trust.

18. General

18.1. You must give us any information we ask for:

(i) About your financial position; and

(ii) About the Equipment; and/or

(iii) To show you are complying with this Rental.

18.2. Time is of essence in respect of all of your obligations under this Rental.

18.3. Any provision of this Rental which is unenforceable or prohibited is of no effect to the extent of such prohibition or unenforceability, but without prejudice to the remaining provisions of this Rental.

18.4. While you may not set off any amounts owing to us we may set off:

- (i) Any money owing by you under this Rental against any other money owing by us to you; and
- (ii) Any money owing by us to you under this Rental against any other money owing by you to us.

18.5. This Rental is governed by the laws of New Zealand and you irrevocably submit to the non-exclusive jurisdiction of the courts of New Zealand.

18.6. You warrant that the person signing this Rental for you is authorised to sign and deliver it on your behalf.

18.7. You must promptly, and in any event, within 7 days of a request, provide us with such documentation or other evidence as we may request to enable us to carry out and be satisfied that we have complied with all necessary legal requirements and identification checks under all applicable laws and regulations and under our normal operating procedures.

19. Notices

19.1. Any notice connected with the rental of the Equipment must be in writing and may be served in any of the following ways:

- (i) In the case of an individual, personally;
- (ii) In the case of a company, by being left at the registered office or principal place of business; or
- (iii) In all cases by being transmitted by facsimile, e-mail or other electronic messaging system or by delivery or postage by prepaid post.

19.2. Any notice to a party may be delivered or posted to the address of that party set out in the Schedule or such other address as may be notified by that party to the other party from time to time. Any notice may be signed on behalf of a party by an authorised person of that party.

19.3. A notice under this Rental will be taken to have been received:

- (i) If it is a notice sent by prepaid post on the second Business day after posting;
- (ii) If it is a notice by facsimile, when the machine from which the facsimile was sent indicates successful transmission;
- (iii) If it is a notice by an electronic messaging system that contains a delivery verification function, when the system generates a delivery verification notice or other confirmation; or
- (iv) If it is a notice by e-mail or other electronic messaging system (other than those referred to in the previous paragraph), when sent to a designated information system. For the purpose of this paragraph, the server on which the mailbox for a designated address resides is taken to be a designated information system.

20. Variation and waiver

20.1. The terms of the rental of the Equipment cannot be varied except for in writing with the consent of you and us.

20.2. Any waiver by us of our rights under this rental will not be effective unless it occurs in writing.

20.3. No waiver or indulgence granted by us affects our rights in relation to any further breach of these terms.

21. Assignment and Capacity

21.1. We may assign our rights, benefits and obligations in respect of:

- (i) The Equipment; and/or
- (ii) This rental agreement,

to any party without obtaining your consent. You agree that we may

disclose any Information or documents we consider necessary to assist us to exercise any of these rights. Where we do so, you acknowledge that the other party will be a funder of the Equipment and will not assume any maintenance or service obligations in relation to the Equipment.

21.2. You may not assign your rights or obligations under or connected with the rental of the Equipment without our prior written consent (which we may withhold in our sole and absolute discretion).

22. Software

22.1. You are responsible for ensuring that the Equipment and any Software you download to use the Equipment are compatible with all present and future hardware, network systems and operating systems used by you and any other software or hardware installed on your system from time to time. We make no representations or warranties in that regard.

23. Guarantee

23.1. In consideration of us entering into a Rental Agreement with you at the request of the Guarantor, the Guarantor guarantees to us as a principal obligor and not as a surety:

- (i) Payment of all monies owing to us by you connected with the rental of the Equipment; and
- (ii) Due and punctual performance by you of your obligations under this Rental.

23.2. As a separate obligation the Guarantor indemnifies us against any loss or damage which we may suffer or sustain and any costs or fees and charges we may incur as a result of non-payment of any monies by you or the non-performance on any of your obligations under this Rental including loss or damage consequent upon the termination or expiration of this Rental.

23.3. The Guarantor's liability under this guarantee continues until all amounts owing by you to us have been paid and until any amounts paid by you are not required to be returned because you are or have become insolvent. It continues even if:

- (i) For any reasons you do not have to pay any monies or the rental is unenforceable against you for any reason;
- (ii) We give you any extra time to pay or otherwise give you any forbearance or compromise, waive or release any of your obligations;
- (iii) The terms of the rental of the Equipment is varied in any way;
- (iv) We exercise any of our rights under these terms, including cancellation for any reason;
- (v) Any other person who was to sign this guarantee or another guarantee does not do so;
- (vi) Anything else happens which would otherwise have the effect of releasing the Guarantor from this guarantee.

23.4. We may transfer our interest in this guarantee or give another person an interest in or security over it without obtaining the Guarantor's consent.

23.5. You and each Guarantor represent to us that, unless otherwise disclosed in writing to us, no Guarantor is the trustee of any trust or settlement.

23.6. If the Guarantor comprises two or more persons their obligations shall be joint and several. Guarantor also means that person's executors, administrators, successors, legal personal representatives and permitted assigns.

24. Obtaining and disclosure of information

24.1. You and the Guarantor both acknowledge and agree that we can collect, retain and use any information about you and the Guarantor for the purposes of assessing your respective credit worthiness, providing information to third parties about your credit worthiness and enforcing our rights against each of you and/or the Guarantor.

25. Definitions and Interpretation

25.1. "Assign" includes any assignment, transfer, mortgage and anything with a similar effect including the giving of an interest in or form of security to a person and "assignment" has a corresponding meaning.

25.2. "Commencement" or "Commencement date" means the first Business day following the date of delivery, installation and your acceptance of the Equipment.

25.3. "Equipment" means an Armada GPS vehicle tracking unit or any other goods described in the Schedule and any accessories attached to that Equipment and all manuals, records and licenses held in conjunction with the Equipment; any alterations, additions or modifications to the Equipment or any Equipment acquired in substitution for the Equipment.

25.4. "we", "us", "our" or "Sensium" means Sensium Limited (New Zealand Company number 1741526) and any successor in title from us (by assignment or otherwise).

25.5. "you", "your" or "the Customer" means the person, party or entity that is named as the Customer in the rental agreement and includes executors, administrators, your successors, legal personal representatives and permitted assigns.

25.6. "Business day" means Monday to Friday (inclusive) but excluding public holidays and the period between 23 December in one year to 15 January in the following year (both dates inclusive).

25.7. "Encumbrance" includes any present or future mortgage, charge, hire purchase or chattel lease agreement, pledge or lien, hypothecation, security interest, retention of title claim, preferential right or any other encumbrance of whatever nature.

25.8. "Including" and similar terms do not imply limitation

25.9. "Rental" means the rental of the Equipment by us to you under these terms and those terms recorded in the Rental Agreement.

25.10. "Rental Agreement" means the agreement between you and us for the rental of the Equipment.

25.11. "Term" means the duration of the rental of the Equipment as provided for in the Rental Agreement.

25.12. The singular implies the plural and vice versa. Reference to one gender includes any other gender. Reference to a month means a calendar month. A reference to a thing includes all or any part of that thing.

25.13. Reference to a person includes a reference to an individual, a person, a trust, partnership, joint venture and incorporated association, a company or an authority as the case maybe.

25.14. Where any matter or thing is requested to be done by you on a day which is not a Business day, then the act must be done on the preceding day which is a Business day. The schedules and annexures form part of this Rental. Headings are incorporated for convenience only and do not affect the interpretation of this Rental.

25.15. If you compromise more than one person then your liability is joint and several. References to a statute includes all regulations and other instruments under that statute and all consolidations, amendments and re-enactments or replacements of that statute.