

D4 Data Pty Ltd

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Rental Agreement – Pool Pak III

Tax Invoice RE _____

1 Goods

Pool PakIII includes the following items. –

- 1.1 Equipment **Palintest Pooltest 3 Serial Number** _____
1.2 Software **Pool Data Win 2000 complete with Sentinel Super-Pro dongle**

2 Location

Enter details of where the goods will be located.

- 2.1 Full Name of End User
- 2.2 Business address
- Phone: () Fax: ()

3 Rental Payments

Initial term 36 months from commencement date. The first payment of \$ 110.00 including gst of \$ 10.00 payable on commencement date. Subsequent payments \$ 55.00 payable monthly in advance and including gst of \$ 5.00

4 Renter

- 4.1 Full Name of Renter
- 4.2 Trading Name
- 4.3 Address
- Phone: Fax:

5 Insurance

The renter agrees to ensure that the end user insures the goods to a total value of \$ 1,500 against theft, loss, destruction or damage and to insure for public liability and third party property damage.

- 5.1 Name of Insurer
- 5.2 Policy Number

6 Credit Card Authority

The renter authorizes D4 Data Pty Ltd to deduct all rental payments from the following credit card.

- 6.1 Type Visa Mastercard Bankcard
- 6.2 Holders Name
- 6.3 Card Number Expiry/.....

7 Terms and Conditions

Changes

The renter agrees to advise D4 Data Pty Ltd of any changes to :-

- (a) The location of the equipment as described in clause 2
(b) The insurer described in clause 5

The renter agrees to advise D4 Data Pty Ltd if the credit card described in clause 6 is cancelled and to provide D4 Data with an alternative credit card or payment authority. The renter also agrees to advise D4 Data of any change to the expiry date of the credit card.

Rental Agreement

Tax Invoice RE _____

7 Terms and Conditions (Cont.)

Use of Equipment

The goods must be kept in good order and condition and be used according to the manufacturer's instructions. The goods must not be modified in any way without the prior written agreement of D4 Data Pty Ltd.

Rental Payments

Your renter's obligation to make rental payments under this agreement is unconditional and continues despite any breakdown, loss, theft or damage to the goods. If any rental payment or other payment is not made by the due date then interest shall be payable on each late payment at the rate of 2% per month calculated daily together with a late payment fee of \$ 5.00 for each late payment.

Renter to remain a franchisee of Poolwerx Corporation

In the event that the renter ceases to be a franchisee of Poolwerx Corporation Pty Ltd D4 Data shall have the right to assign this agreement to another Poolwerx franchisee. Or D4 Data shall have the right to require the return of the goods in good order and condition together with any outstanding payments under this agreement.

End of Term

At the end of this agreement the renter may either: -

- (a) Return all of the goods including the dongle provided with the software to D4 Data Pty Ltd in good order and condition. The renter must insure the goods while in transit to D4 Data Pty Ltd.
- (b) Continue to rent this equipment for an extended period at a revised rental agreed with D4 Data Pty Ltd.
- (c) Enter into a new rental agreement for such new upgraded goods as may be available at that time for a period and with a payment schedule agreed at that time.

Early Termination

At the conclusion of an initial period of 12 months the renter can elect to terminate this agreement by :-

- (a) Providing 60 days notice in writing to D4 Data Pty Ltd of the intention to terminate this agreement.
- (b) Pay all payments due up to and including the termination date.
- (c) Return all of the goods including the dongle provided with the software to D4 Data Pty Ltd in good order and condition. The renter must insure the goods while in transit to D4 Data Pty Ltd.

Regular Service

During the period of this agreement D4 Data Pty Ltd agrees to provide, at no charge to the renter, service to the equipment consisting of cleaning the equipment and checking and adjusting the calibration of the equipment. The renter shall be liable for the cost of returning the equipment and for insuring the equipment during transit. The renter shall advise D4 Data when equipment has been dispatched for service. The renter will be liable for the cost of repairs, including labour parts and freight, that might be required by misuse or accidental damage to the equipment or as a result of failing to operate the equipment in accordance with the manufacturer's instructions.

Configuration of Software

The software may be used to prepare treatment recommendations and otherwise manage swimming pools and spas under the supervision of the end user. The renter agrees to configure the software to meet the requirements of the end user and to ensure that the recommendations produced by the software comply with all relevant health regulations and engineering specifications.

Software Upgrades

If the software is upgraded during the period of this agreement then D4 Data will either provide a copy of the upgraded software on a CD or other suitable media at no charge to the renter or make the upgraded software available for downloading from D4 Data's web site. D4 Data Pty Ltd will not be responsible for any costs incurred by the renter to install software upgrades.

8 Signature

I agree to the conditions of this rental agreement and to the rental payments being deducted according to the above credit card authority.

8.1 Full Name (Please print) Date

8.2 Signature of renter

1.4 10/09/2004
