



Rental & Maintenance Agreement

This contract # _____ is between The Lessor and The Lessee below:

The Lessor:	HILTON PRODUCTS NZ Ltd	And The Lessee (CLIENT):	_____
Trading name:	HILTON PRODUCTS NZ Ltd	Trading name:	_____
Phone:	09 579 1117	Phone:	_____
Email:	sales@hiltonproducts.com	Email:	_____
Postal Address:	P O Box 11-168, Ellerslie, Ak 1542	Physical Address:	_____
Website:	www.hiltonproducts.com	Postal Address:	_____
Contact Name:	Dean Kelsall	Contact Name:	_____
Contact Phone:	021 313 885	Mobile:	_____
PPSR No.:		Company Reg. No.:	_____
		PPSR:	_____
		Sole Trader's D.O.B.:	_____

HILTON PRODUCTS agrees to rent to the CLIENT and the CLIENT agrees to rent from HILTON PRODUCTS the equipment(s) described below and in the "Equipment Register" attached in accordance with the terms and conditions set out on the reverse side hereof (term 5). Both parties agree to the related HILTON PRODUCTS Prices, all of the terms and conditions of this rental contract as set out this page and overleaf and hold authority to sign for it.

- 1. PRODUCT USE:** CLIENT will keep the motor and filter dry and may not vacuum Hazardous Substances or use vacuums other than as directed. Only "Super Sucker" is used for water and oil conditions, all other vacuums are use for dry conditions only. Maximum use is 8 hours a day.
- 2. OTHER CHARGES:**
 - 2.1. Return Early:** The CLIENT should advise when returning equipment at a time other than that agreed. Any equipment returned early will be rerated according to the 'actual time out' and the corresponding 'rental rate' that applies. Differences between the 'rental paid' and the 'new rental rate' will be due and payable upon products return.
 - 2.2. Return Late:** For notified extension of the rental term, extra time out will be charged using the standard rates below. Late return without notice will be charged at the 'MONTHLY' rate for each additional month, 'or part thereof', for which the equipment is out.
 - 2.3. Extras & Installation:** Installation charges may apply for special applications where requested by the CLIENT including but not limited to plumbing and fixing pipes on CLIENT premises. Extra work is charged separately and paid for on completion.
- 3. RENTAL DETAILS:** All payments are: 1) 'MONTHLY' payment only 2) Paid in advance

TERM 24 Months	START DATE	END DATE	NUMBER PERIODS 24	BILLABLE Monthly
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EQUIPMENT		Serial	RATE	QTY	SUBTOTAL
Code	Description				
TOTAL					
GST					
TOTAL PER PERIOD					



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Authorised HILTON PRODUCTS Representative

GUARANTOR

Authorised Client Representative

Signature

Name & Position

Date

4. RENTAL TERMS & CONDITIONS

1) General

- A. This Contract comes into force when signed by or on behalf of the CLIENT and by a person authorised by HILTON PRODUCTS.
- B. The CLIENT authorises HILTON PRODUCTS either before or after signature of this Contract by HILTON PRODUCTS to insert in this Contract the delivery date and the serial number and other identification data of the Equipment(s). Where the Equipment(s) is subject to an existing rental Contract the delivery date shall be deemed to be the last day of the month in which this Contract is signed by HILTON PRODUCTS and the existing rental Contract shall terminate on that date. This Contract shall commence on the delivery date and continue for the Term set out in Section 4.
- C. HILTON PRODUCTS may cancel this Contract and remove the Equipment(s) at any time if the CLIENT is in breach of any of terms and conditions of this Contract.
- D. The CLIENT may cancel this Contract and return the Equipment(s) at any time to HILTON PRODUCTS if HILTON PRODUCTS is in material breach of the terms and conditions of this Contract and such breach remains unresolved for 28 days after written notice by the CLIENT to HILTON PRODUCTS of such breach.
- E. The Equipment(s) shall at all times remain the property of HILTON PRODUCTS notwithstanding the delivery to the CLIENT. The CLIENT acknowledges that no option, premise or representation expressed or implied, written or oral, has been made by or on behalf of HILTON PRODUCTS to the CLIENT that the Equipment(s) may be purchased from HILTON PRODUCTS by the CLIENT or any nominee of the CLIENT at any time during the term of this Contract or upon its expiry.
- F. During the term of this Contract HILTON PRODUCTS may affix to the Equipment(s) such notice as it may wish stating that the Equipment(s) is the property of HILTON PRODUCTS.
- G. Continued possession: If the CLIENT continues possession of the Equipment(s) after the expiry or cancellation of this Contract, the CLIENT shall until the return of the Equipment(s), pay a monthly rental equal to the monthly rental installment payable as hereinbefore provided or as applies at that time (whichever is the greater) and shall observe and perform the other terms of this rental Contract so far as they apply.

2) Equipment Installation and Description

- A. HILTON PRODUCTS will endeavor to deliver and commission the Equipment(s) into service on the CLIENT's premises on the day requested by the CLIENT subject to availability of the Equipment(s) and site access.
- B. The CLIENT shall be instructed in the use of the Equipment(s) free of charge by HILTON PRODUCTS or their appointed agent.
- C. Once supplied the CLIENT shall not remove the Equipment(s) from the premises without the prior written consent of HILTON PRODUCTS except that movement of Equipment(s) is in the nature of their business. E.g. service industry. The CLIENT shall notify HILTON PRODUCTS of any change of address.

3) CLIENT's Obligations

- A. The CLIENT shall pay a periodic rent the amount and frequency of which is set out hereafter. Payments will be calculated and due one month in advance. Payments shall be due whether or not the CLIENT has received any notice that such payments are due. Payments shall be paid by electronic transfer or automatic payment to the bank account as per the rental invoice.
- B. In addition to all other sums due hereunder the CLIENT will pay any taxes or other imposts of whatever nature levied in connection with this Contract or the Equipment(s).
- C. The CLIENT shall be liable to pay interest at the rate of 2.0% per calendar month or part month on any charges not paid on the due date. The CLIENT acknowledges that this is not a credit contract within the meaning of the credit contract's act.
- D. The CLIENT shall be liable for all collection and legal costs (including solicitor's costs on a solicitor and client basis) incurred in recovering payment of any amount due hereunder.
- E. The CLIENT shall not assign this Contract.
- F. The CLIENT shall do nothing (whether by act or omission) to the detriment of HILTON PRODUCTS, which may limit or prevent HILTON PRODUCTS from providing service under this Contract.
- G. The CLIENT shall not, under any circumstances, mortgage, pledge, sell or otherwise deal with the Equipment(s).
- H. The CLIENT will permit HILTON PRODUCTS's employees and Agents to enter the CLIENT's premises at all reasonable times to inspect or service the Equipment(s).
- I. Privacy Provisions - The CLIENT agrees to HILTON PRODUCTS obtaining a report about the CLIENT credit worthiness from a credit reporting agency for the purpose of assessing the CLIENT 's credit worthiness or collecting any overdue payments; in doing so the CLIENT acknowledges that information from this application or concerning HILTON PRODUCTS 's credit provider status may be disclosed. The CLIENT also agrees that HILTON PRODUCTS may give to or receive from another credit provider a report about the CLIENT's credit worthiness for the purpose of assessing an application made by the CLIENT to another credit provider or collecting any overdue payment that is overdue to a credit provider.

4) Guarantee

- A. In consideration of HILTON PRODUCTS entering into this Contract the guarantor/s unconditionally guarantee to HILTON PRODUCTS the due and punctual payment by the CLIENT of all money which may become due to HILTON PRODUCTS pursuant to the terms of this Contract.
- B. If default is made by the CLIENT in the payment of all of any of the money hereby guaranteed the guarantor will forthwith pay all outstanding money to HILTON PRODUCTS.
- C. The liability of the guarantor/s shall not be affected by the granting of time or any indulgence or other concession to the CLIENT by HILTON PRODUCTS.
- D. The liability of the guarantor shall not be affected by any security from time to time held or taken in respect of the company debt by HILTON PRODUCTS or by such security to be found to be void defective or if such security is released, partially released, discharged, partially discharged or varied in anyway.
- E. The liability of the guarantor shall not be affected by the failure of the CLIENT or by any other guarantor/s to provide any security.
- F. The guarantee provided by the guarantor in this Contract is to be continuing guarantee and shall accordingly be irrevocable and shall remain in full force and effect until released in writing by HILTON PRODUCTS.
- G. HILTON PRODUCTS may as regard any one guarantor determined from time to time not to enforce the guarantee, and from time to time make any arrangement or compromise with the CLIENT, guarantor or guarantors in relation to the whole or any part of the money for which the CLIENT may become liable without such compromise in anyway affecting the guarantors ongoing obligations under this guarantee.
- H. As between the guarantor and HILTON PRODUCTS the liability of the guarantor shall be that of principle debtor and shall not be discharged until all money due by the CLIENT to HILTON PRODUCTS shall have been paid in full and a request for a release from the guarantee made in writing to HILTON PRODUCTS.
- I. The guarantor/s agrees to keep HILTON PRODUCTS fully indemnified against all damages, loses, costs and expenses arising from any failure of the CLIENT to pay the money hereby guaranteed.

5) HILTON PRODUCTS's Obligations

- A. The CLIENT Satisfaction Guarantee: HILTON PRODUCTS shall at the time of delivery supply the Equipment(s) in proper and good running order. Where the CLIENT has not maintained the Equipment(s) in good working order then repairs shall be at the expense of the CLIENT.
- B. Subject to the terms and conditions of the Guarantee, the CLIENT not satisfied with the HILTON PRODUCTS Equipment(s) provided under this Contract, for whatever reason, will be supplied at their request with a replacement unit with comparable features and capabilities at no charge provided the Equipment(s) has been used for the purpose for which it was designed and maintained in terms of this Contract.
- C. HILTON PRODUCTS in its discretion may service the Equipment(s) either at its premises or at the CLIENT's premises.
- D. The CLIENT will pay for maintenance both during normal business hours and outside normal business hours at HILTON PRODUCTS's current rate.
- E. During the term of this Contract, the CLIENT will bear the risk and cost of loss or other damage to the Equipment(s) by fire, theft or other accident including willful or negligent acts.
- F. HILTON PRODUCTS reserves the right to charge the CLIENT for any additional maintenance that is required either because of attachments or alterations made to the Equipment(s) without the written consent of HILTON PRODUCTS.

6) Protection of HILTON PRODUCTS Interests

- A. The CLIENT acknowledges that HILTON PRODUCTS is entitled to register a financing statement to protect its interest in this Contract and the Equipment(s) pursuant to the Personal Property Securities Act 1999.
- B. If required by HILTON PRODUCTS, the CLIENT will do everything necessary to assist HILTON PRODUCTS to register the financing statement.



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- C. The CLIENT expressly waives the right to receive the verification statement following registration of the financing statement pursuant to Section 148 of the Personal Properties Securities Act 1999.
- D. In the event that there shall be a failure to perform any CLIENT's obligation contained or implied in this Contract; or HILTON PRODUCTS shall consider it necessary or desirable to pay any money or incur any expense (whether in respect of the repossession of the equipment or otherwise) in order to protect its interests under this Contract, then HILTON PRODUCTS may pay such monies, or incur such expenses (inclusive of any Goods and Services Tax content) for any such purpose and all costs shall be payable by the CLIENT to HILTON PRODUCTS upon demand by HILTON PRODUCTS.
- 7) **Entire Contract:** This Contract constitutes the entire Contract between the CLIENT and HILTON PRODUCTS and no representation, statement, condition or warranty not contained in this Contract shall be binding on HILTON PRODUCTS and any conditions or warranties implied by any statute (s) are hereby excluded to the extent permitted by such statute(s) and no alteration, waiver or modification of the terms of this Contract as printed whether made before or after it has been signed on behalf of HILTON PRODUCTS or release and discharge from it shall be valid unless recorded in writing and signed by a Director or General Manager or Legal Counsel of HILTON PRODUCTS and by a person authorised by the CLIENT.
- 8) **Trade in Policy:** Where HILTON PRODUCTS agrees to allow the CLIENT an upgrade of the existing Equipment(s) a new Contract shall be entered into.
- 9) **Termination Provisions:** Upon cancellation by the CLIENT prior to the expiry of the term of this Contract the CLIENT shall pay to HILTON PRODUCTS outstanding costs. The outstanding costs shall include total outstanding rental charges due and owing at the time of such termination plus any interest thereon that HILTON PRODUCTS may deem appropriate and all costs and expenses incurred by HILTON PRODUCTS including any costs in relation to termination of this Contract and removal of the Equipment(s) where required. If the CLIENT does not return the Equipment(s) when required then HILTON PRODUCTS may remove the Equipment(s) and for that purpose may enter, and if necessary use force to do so, in or upon any premises in which the Equipment(s) is for the time being kept or located.
- 10) **No Tax Advice:** The CLIENT acknowledges that HILTON PRODUCTS has not given the CLIENT any advice on the taxation or accounting treatment of this Contract or the payments to be made under this Contract.