



Equipment Rental Agreement:

v: 12.4

Date: 29.09.2022

Instruments available for immediate shipping (All prices listed are GST exclusive).

#	DESCRIPTION	PREP	DAY	WEEK	MONTH
SERVICE / UTILITY LOCATING					
1.	MALA Easy Locator HDR PRO w/ 450MHz Antenna w/ Pro Cart or Rough Terrain Cart & data storage	\$50.00	\$370.00	\$1,850.00	\$5,550.00
2.	MALA Easy Locator PRO Wide Range HDR GPR System (Coming Soon)	TBD			
3.	MALA Easy Locator Core w/450MHz antenna and Samsung Tablet	\$50.00	\$370.00	\$1,850.00	\$5,550.00
4.	RadioDetection RD7100PL w/ 5W transmitter, Professional Locating EM wand	\$25.00	\$150.00	\$745.00	\$2,250.00
HIGH FREQUENCY SCANNING FOR CONCRETE, ASPHALT ETC					
5.	MALA CX12 High Frequency Radar, (Antenna below)	\$30.00	\$200.00	\$1,000.00	\$3,000.00
6.	MALA 1.6 GHz Shielded Antenna w/ 50Hz Power Sensor	-	\$150.00	\$750.00	\$2,250.00
PROCESSING SOFTWARE					
7.	MALA ObjectMapper 2½D GPR Processing Software, 32Bit	-	\$75.00	\$375.00	\$1,875.00
8.	MALA 3D Vision 3D Processing	-	\$60.00	\$300.00	\$900.00
9.	RadExplorer 2D GPR Processing Software, 32Bit	-	TBD		
10.	MALA rSlicer 3D Processing Software for MIRA data	-	\$75.00	\$375.00	\$1,875.00



Additional instruments & accessories available upon request. Instruments supplied from either MALA Australia or Sweden. Please contact us directly to discuss your equipment requirements.

#	DESCRIPTION	PREP	DAY	WEEK	MONTH
	HIGH FREQUENCY SCANNING FOR CONCRETE, ASPHALT ETC				
11.	MALA 2.3 GHz Shielded Antenna	\$20.00	\$150.00	\$750.00	\$2,250.00
12.	MALA 1.2 GHz Shielded Antenna	\$20.00	\$150.00	\$750.00	\$2,250.00
	GROUND EXPLORER (GX), REAL-TIME SAMPLING GPR w/ WIFI LINK				
13.	MALA GX Controller & Monitor w/ internal battery. Wifi enabled		TBD		
14.	MALA GX80 MHz Shielded Antenna w/ real-time sampling internal control unit.		TBD		
15.	MALA GX160 MHz Shielded Antenna w/ real-time sampling internal control unit.		TBD		
16.	MALA GX450MHz Shielded Antenna w/ real-time sampling internal control unit.		TBD		
17.	MALA GX750 MHz Shielded Antenna w/ real-time sampling internal control unit.		TBD		
	3D RADAR IMAGING				
18.	MALA MIRA 3D Radar Imaging System w/ 400MHz Shielded Antennas, 16 channels		TBD		
19.	MALA MIRA 3D Radar Imaging System w/ 1300MHz Shielded Antennas, 30 channels		TBD		
	GPR CARRIER PLATFORMS, CARTS AND DISTANCE ENCODERS				
20.	MALA Road Cart for pavement/asphalt investigations		TBD		
21.	MALA Rough Terrain Cart (for shielded antennas down to 160MHz)		TBD		
22.	MALA GX 300mm Distance Encoder wheel		TBD		
23.	MALA GX 170mm Distance Encoder wheel		TBD		
24.	MALA Cotton Odometer Distance Encoder w/1800m roll		TBD		



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RENTER DETAILS			
Company Name			
Physical Address		Postal Address	
Suburb		Suburb	
City		City	
Post Code		Post Code	
Purchase Order #			
Accounts Contact			
Accounts Email			
Requisitioner			
Requisitioner Position			
Requisitioner Email			
Phone			
SHIPPING DETAILS			
Company Name			
Street Address			
Suburb			
Region			
Post Code			
Contact Name			
Contact Phone			
Despatch Courier Service Level: <input type="checkbox"/> Road <input type="checkbox"/> Overnight <input type="checkbox"/> Same Day <input type="checkbox"/> I will arrange pickup myself <input type="checkbox"/> Use GPR Solutions Mainfreight Account <input type="checkbox"/> Please use courier account below Account Number: _____ Courier Company: _____			

ID	Instrument	Dispatch Date	Return Date	Duration	Prep	Rate	Sub Total
						TOTAL EXCL GST	
						15 % GST	
						TOTAL INCL GST	





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CREDIT CARD PAYMENT DETAILS (GAURANTEE)

Card Type	<input type="checkbox"/> VISA <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express		
Card Number			
Expiry			
CCV			
Name on Card			
Billing Address			
Suburb			
City			
Post Code			
Declaration	I hereby accept the attached rental conditions and authorise for all rental cost to be charged to my credit card or through a previously issued Purchase Order Number prior to dispatch unless otherwise agreed with GPR Solutions Limited.		
Name		Position	
Signature		Date	

NOTES

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FOR GPR SOLUTIONS LIMITED OFFICE USE

Approved by		Date		Ref	
Out Courier		Out Con #		Account	<input type="checkbox"/> GPR S <input type="checkbox"/> Client <input type="checkbox"/> P/U
Received back by		Date		Complete?	<input type="checkbox"/> Yes <input type="checkbox"/> No
In Courier		In Con #		In Account	<input type="checkbox"/> GPR S <input type="checkbox"/> Client <input type="checkbox"/> Del.
CC Charged	<input type="checkbox"/> Yes <input type="checkbox"/> No				



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GPR SOLUTIONS LIMITED, TRADING AS GPR SOLUTIONS:

RENTAL AGREEMENT

In this Rental Agreement unless a contrary intention appear

1. "Renter" means the person, company or organization to whom GPR Solutions Limited rents the instruments identified in attached Rental Booking Form.
2. GPR Solutions Limited; Company Number: 5914576. NZBN: 9429042238324.
3. GPR Solutions Limited will rent to the customer instruments on the standard terms and conditions contained in this document, Rental Agreement.

RENTAL PERIOD

The rental/lease conditions take effect upon signing the rental agreement, the moment the equipment leaves the control of GPR Solutions Limited or at the requested dispatch date, whichever comes first. Rental charges commence the day the equipment leaves GPR Solutions Limited and is terminated upon its return in good conditions. Should the rental period be exceeded beyond the formally approved a penalty fee of 100% of the daily rental rate is applied every day until the equipment is returned. There are no deductions for transit times, weekends or public holidays or lack of use of the equipment.

DELIVERY OF THE EQUIPMENT

Delivery of the equipment The Equipment shall be delivered FOB point of shipment. All risk of loss shall pass to Renter upon delivery of the Equipment by GPR Solutions Limited to the carrier, regardless of whether the freight or insurance for the Equipment while in transit is prepaid by GPR Solutions Limited. The Renter shall pay all freight charges and insurance costs. If any of these costs are prepaid by GPR Solutions Limited, Renter shall pay to GPR Solutions Limited the cost plus 15%. The Renter shall be responsible for any damage to Equipment in transit shall be against the carrier. GPR Solutions Limited is not responsible for insuring the Equipment while in transit. Renter shall insure the Equipment while in transit in accordance with the insurance requirements set forth herein (see "Insurance").

TITLE TO THE EQUIPMENT

Title to the equipment shall remain with GPR Solutions Limited at all times and the Renter shall have no right, title, or interest therein. The Renter will, at its expense, protect and defend GPR Solutions Limited title to the Equipment and will keep the equipment free and clear from any claims, liens, and encumbrances of Renter's creditors and other persons.

RETURN OF THE EQUIPMENT

GPR Solutions Limited has the right to demand the return of the Equipment at any time and the Renter agrees to return the Equipment promptly upon demand by GPR Solutions Limited.

WARRANTY

GPR Solutions Limited warrants that the equipment will be in good operating condition when delivered to the carrier for delivery to the Renter. GPR Solutions Limited hereby expressly makes no warranty or representation, express or implied, of merchantability or fitness for any particular purpose or otherwise, including, but not limited to: the fitness for use, design, or condition of the Equipment; the quality or capacity of the equipment; the workmanship of the equipment; that the Equipment will satisfy the requirements of any law, rule, specification, or contract pertaining thereto; and any guarantee or warranty against patent infringement or latent defects. All such risks are borne by Renter. GPR Solutions Limited is not responsible or liable for any direct, indirect, incidental, or consequential damage, or losses resulting from, the installation, operation, or use of the Equipment. Except as set forth herein, no warranty, express or implied or statutory, including but not limited to implied warranties of merchantability or fitness for a particular use, is made by or on behalf of GPR Solutions Limited with respect to the equipment.

CONTROL OF THE EQUIPMENT

The Renter agrees to maintain absolute control and possession of the Equipment at all times until the equipment is returned to GPR Solutions Limited and shall not cause the Equipment to be moved outside New Zealand. The Renter shall cause the Equipment to be handled by competent, trained personnel only, and shall comply with all applicable safety procedures. The Renter agrees that operation of the equipment may be hazardous and waives all claims of liability against GPR Solutions Limited for any personal or physical damage that may occur during operation of the equipment. Neither GPR Solutions Limited, nor its Officers, employees, or agents, shall be liable in any manner to the Renter, its employees, agents, or anyone else, for any injury or damage whatsoever resulting from the Equipment or the use of the Equipment, nor for the result, or lack of result, obtained by the use of the Equipment. The Renter shall pay all expenses of operating the equipment.

RISK OF LOSS

The Renter assumes all risk of loss, damage, theft, or destruction of the equipment from the time the equipment is delivered by GPR Solutions Limited to the carrier, through the time the Equipment is returned to the possession of GPR Solutions Limited. Except as provided in this section, no such loss, damage, theft, or destruction of the Equipment, in whole or in part, shall impair the obligations of the Renter under this Rental Contract, all of which shall continue in full force and effect. In the event of any damage to the Equipment, Renter, at GPR Solutions Limited option, shall either (a) place the Equipment in good repair, condition and working order; (b) replace the Equipment with like equipment in good repair, condition and working order; or (c) pay GPR Solutions Limited an amount equal to all unpaid rentals due and to become due under the Rental Contract with respect to the Affected equipment, less the net amount of the recovery, if any, actually received by GPR Solutions Limited from insurance or otherwise for such loss, damage, or destruction.

MAINTENANCE, REPAIRS OPERATION AND REPLACEMENT

The Renter shall at its expense keep and maintains the Equipment in good condition and running order, reasonable wear and tear excepted. All necessary replacement parts will be paid for by the Renter, but shall become a part of the Equipment and shall be the property of GPR Solutions Limited. If any defects occur which impedes the proper operation of the Equipment during the Rental Period the Renter shall report such defect to GPR Solutions Limited immediately. If, in the sole discretion of GPR Solutions Limited, the defect has occurred due to no fault of the Renter, then GPR Solutions Limited may agree to a hiatus in the rent, during which time the equipment will be repaired and rent charges will not be applied. Such a hiatus will begin on the day that GPR Solutions Limited is notified of the defect and makes a determination that the defect has occurred due to no fault of the Renter and shall terminate on the day that the Equipment, as repaired, is received by the Renter. Depending on availability, GPR Solutions Limited may agree to supply substitute equipment, in which case the hiatus will be adjusted accordingly.

At the end of the Rental Period the Renter shall compensate GPR Solutions Limited for any damage to the Equipment. The amount of such compensation shall be based on the retail value of the Equipment according to the then current GPR Solutions Limited price list, less any reasonable allowance as determined by GPR Solutions Limited in its absolute discretion.

INSURANCE

The Renter shall, at its own expense, insure the Equipment at all times against all hazards requested by GPR Solutions Limited including, but not limited to, fire, theft, and extended coverage insurance, and such policies shall be payable to GPR Solutions Limited. Renter shall also obtain insurance or cause GPR Solutions Limited to obtain insurance and reimburse GPR Solutions Limited all costs of the insurance, plus 10%, for any damage or loss to the Equipment while the Equipment is in transit to or from GPR Solutions Limited's office. Renter will deliver all policies of insurance to GPR Solutions Limited, and GPR Solutions Limited shall be entitled to receive all insurance proceeds collected under the policies. Renter shall also, at its own expense, carry public liability insurance with respect to the Equipment and the use thereof, in such amounts and with such insurers as are reasonably satisfactory to GPR Solutions Limited, and such insurance policies shall also name GPR Solutions Limited as an insured thereunder. The proceeds of any public liability or property damage insurance shall be payable first to GPR Solutions Limited to the extent of its liability, if any, and the balance to the Renter. The proceeds of any fire, theft, and extended coverage insurance with respect to the Equipment shall be payable solely to GPR Solutions Limited and shall be applied by GPR Solutions Limited toward the payment of the Renter's obligations under this Rental Contract and any balance of the proceeds shall be property of GPR Solutions Limited, provided that at GPR Solutions Limited option such proceeds may be used for the repair or replacement of the affected Equipment.

INSPECTION AND REMOVAL OF THE EQUIPMENT

GPR Solutions Limited may at all reasonable times enter the land and premises of the Renter for the purpose of viewing the state and condition of the Equipment. Upon a breach of this Rental Contract by the Renter, GPR Solutions Limited may enter the land or premises of the Renter and remove and carry away therefrom the Equipment and for that purpose take all acts necessary and reasonable for such removal without being liable for any damage caused thereby and without prejudice to GPR Solutions Limited rights in respect to rent or sums of money due or to become due from the Renter under this Rental Contract.

At the expiration of this Rental Contract, the Renter will return the Equipment to GPR Solutions Limited in the same operating order, repair, condition, and appearance as of the date of this Rental Contract, excepting only reasonable wear and tear and depreciation resulting from the authorized use of the Equipment. The Renter shall pay all costs of shipping the Equipment to GPR Solutions Limited and insuring the Equipment while in transit at the end of this Rental Contract.



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SECURITY INTERESTS

Renter agrees to execute one or more financing statements or other documents as required by GPR Solutions Limited for the purpose of evidencing this Rental Contract and GPR Solutions Limited ownership interest in the Equipment. The provisions of this paragraph shall not be deemed to alter the lease agreement of the parties, which they intend as a true lease and not as a sale with retention by GPR Solutions Limited of a security interest in Equipment. The provisions of this paragraph shall not be deemed to affect the continued vesting in GPR Solutions Limited of title to the Equipment during this lease period. Renter shall not grant or attempt to grant any interest in the Equipment to any other party during the Rental Period. Renter shall take no action or permit any occurrence which would adversely affect the Equipment or the security interest of GPR Solutions Limited under this Contract.

ASSIGNMENT

The Renter shall not assign or transfer in any way any rights hereunder to any other person or corporation without the prior written consent of GPR Solutions Limited. In addition, the Renter shall not sublet or make any alterations or additions or improvements to the Equipment or permit the use thereof by any person other than the Renter or the Renter's employees without the written consent of GPR Solutions Limited. Consent to any of the foregoing acts shall apply only in the given instance and a further act by the Renter or the Renter's assignee or subRenter shall require a further written consent. The Renter agrees that neither this Rental Contract nor any interest herein shall be assigned or transferable by operation of law.

TAXES

Renter shall pay, promptly when due, all taxes, including sales, use, excise, and property taxes, which may be levied with respect to this transaction or with respect to the Equipment, which accrue or are due during the term hereof. If this transaction is subject to New Zealand sales taxes, such taxes shall be paid when due to GPR Solutions Limited, in addition to any other amounts due hereunder. In the event of failure of Renter to pay such taxes promptly when due GPR Solutions Limited may pay such taxes and may require Renter to reimburse GPR Solutions Limited for such taxes, with interest thereon at the rate of 18% per annum, and for reasonable costs incurred in connection therewith, including attorney's fees, as additional rent hereunder.

EVENTS OF DEFAULT

The Renter shall be in default under this Rental Contract upon the happening of any of the following events or conditions ("Events of Default"): (i) default in making any payment when due hereunder; (ii) the failure to procure or maintain insurance coverage required hereunder; (iii) the failure to perform or observe any covenant, condition or agreement contained herein; (iv) the seizure, taking or subjecting to a lien of any of the Equipment by any third party pursuant to any legal action, security interest, lien, or other encumbrance therein; (v) insolvency (however expressed or indicated), appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, organization, arrangement or insolvency or other law relating to the relief of debtors by or against the debtor; and (vi) any action or circumstance where GPR Solutions Limited reasonably deems itself to be insecure under the Rental Contract.

REMEDIES

Upon the occurrence of any Event of Default, GPR Solutions Limited may without notice or demand declare the Rental Contract in default and may thereafter exercise all rights accruing to GPR Solutions Limited under any applicable law upon a default by a Renter, including without limitation, the right to: (i) declare all unpaid rent to be immediately due and payable; (ii) terminate the Rental Contract as to any or all items of the Equipment; (iii) take possession of the Equipment and for this purpose enter upon any premises of the Renter and remove the Equipment, without any liability or suit, action, or other proceeding by Renter; (iv) cause the Renter at its expense to promptly return the equipment to GPR Solutions Limited; (v) use, hold, sell, lease, or otherwise dispose of the Equipment or any item thereof on the premises of the Renter or any other location without affecting the obligations of the Renter as provided in the Rental Contract; (vi) sell or lease the Equipment or any part thereof at public auction or by private sale or lease at such time or times and upon such terms as GPR Solutions Limited may determine, free and clear of any rights upon the Renter and, if notice thereof is required by law, any notice in writing of such sale or lease by GPR Solutions Limited to Renter not less than 10 days prior to the date thereof shall constitute reasonable notice thereof to Renter; (vii) proceed by appropriate action either at law or in equity to enforce performance by the Renter of the applicable covenants of this Rental Contract or to recover damages for the breach thereof.

MISCELLANEOUS

a) No Event of Default shall be waived by GPR Solutions Limited, except in writing, and no waiver of any right under this Rental Contract shall operate as a waiver of any other or similar right or of the same right on another occasion.
b) This Rental Contract shall be governed by the laws of New Zealand and all terms used herein, unless otherwise defined, shall have the meaning set forth in the laws of New Zealand. In the Event of Default, this Rental Contract may be enforced in any court of competent jurisdiction in the City of Christchurch, New Zealand, and the Renter hereby submits to the jurisdiction of such court regardless of the Renter's residence or where this Rental Contract may be executed.
c) Any notice given or required to be given by this Rental Contract shall be given to the appropriate party at the address set forth in this Rental Contract or at such change of address as a party is notified of in writing, certified mail, return receipt requested, and shall be deemed effected 3 days from the date of mailing.
d) If GPR Solutions Limited should take any action to enforce any of its legal rights pursuant to this Rental Contract, GPR Solutions Limited shall be entitled to such damages, including costs and attorney's fees, as may be incurred by GPR Solutions Limited. If GPR Solutions Limited should successfully defend any lawsuit or settle any disputed matter relating to this Rental Contract, GPR Solutions Limited shall be entitled to such damages, including costs and attorney's fees, as may be incurred by GPR Solutions Limited.