

Kayell Australia TBYB Contract

Agreement: This TBYB Contract forms part of and must be read together with the 'Terms and Conditions for TBYB'.

Company: Kayell Australia Pty Limited

Customer: Person or Company or Establishment trying the TBYB equipment as specified on an Order Form.

TBYB Period: A period of 48 hours.

TBYB Fees: The pricing indicated on the website is for one 48-hour TBYB Period or as otherwise notified to you

Collect / Return: TBYB Fees commence from the time and date the equipment leaves the Company's premises and only terminate when they are received back at the Company's premises. Should the Customer fail to return the Equipment by the due date and time, the additional TBYB Fees payable will be the TBYB Fees for the Equipment concerned, prorated for each overdue day. Transit times for late returns are considered as part of the TBYB Period.

The Company does not accept any liability, consequential or otherwise, for any delay in transit causing late arrival of any Equipment.

Non Account Customers: All Equipment is provided against payment by the Customer of a security deposit which is \$500 or more. The security deposit payment must be made to the Company by means of an acceptable credit card, with two methods of identification, one being a current driver license with an up-to-date home address and two bills with an address that matches the driver's license.

Account Customers: An official Purchase Order is required for the Equipment before the Equipment can be removed from the Company's premises. All fees and charges will be invoiced to the Customer's account.

The Customer should check the Equipment list and actual Equipment carefully as Equipment not returned as per the Equipment list will be deemed to be lost and the Customer will be charged for the replacement of the Equipment. This will include items such as cables, caps and covers. Incorrect entries on a TBYB invoice must be brought to the attention of the Company at the time of issue; following the removal of Equipment from the Company's premises, such entries cannot be altered.

Security Bond: The security bond of \$500.00 or more (depending on the value of the TBYB Equipment and TBYB Period) is payable to the Company each time the Customer orders TBYB Equipment. This bond is taken as a pre-approval and reserves credit against your card for a 5-7-day period and then will automatically reverse itself, provided the Equipment has been returned in accordance with the Agreement.

Usage Charge: Kayell Australia has a Usage Charge included in the cost of all its TBYP pricing. This relates to the Customer's possession and usage of the Equipment to cover any light damage (assessed at the sole and absolute discretion of the Company) and fair wear and tear (it is a non-refundable charge and does not cover any damage or loss that is considered to be negligent, (glassware such as flashtubes or LED COBs are also not covered).

The Customer must ensure that Equipment is stored in a secure place at all times. It is assumed that the Customer, or their agent, has sufficient skills and knowledge to operate the Equipment correctly. The supply of instructional literature cannot be guaranteed. It is the responsibility of the Customer, or their agent, to ensure the equipment being tried is suitable for the purpose intended.

All ordinary and reasonable precautions for the safety of the Equipment must be taken by the Customer.

The Customer must not modify the equipment without the prior written consent of the Company.

In the event of loss or damage the Customer shall:

- (i) forthwith notify the Company and the Police where necessary, and take any practicable steps towards the discovery and recovery;
- (ii) as soon as possible provide a full written report of the circumstances of the loss or damage to the Company;
- (iii) and at the same time furnish to the Company any particular or evidence as may reasonably be required by the Company or its insurer including attending a lawyer's office and at Court to give evidence. The company's insurance will not cover any equipment deemed stolen or lost without the provision to the Company by the Customer of a full police report related to the incident.

I have read the above and agree to abide by its stipulations.

Name

Signature

Date



I have read and agree to the TBYP Terms & Conditions on the Kayell Australia website

Kayell Australia Pty Limited

Sydney • Melbourne • Brisbane

www.kayellaustralia.com.au