



## MALA GPR Australia

Unit 26/10-18 Orchard Road  
 Brookvale NSW 2100, AUSTRALIA  
 Phone +61438 278902  
 Email: sales@malagpr.com.au Website: www.malagpr.com.au

# RENTAL AGREEMENT

Revision: 10.5  
 Revision Date: 21-10-2021

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ID#	DESCRIPTION	PREP	DAY	WEEK	MONTH	VALUE
<b>SERVICE/UTILITY LOCATING</b>						
1	MALA EasyLocator Core (AI Interpretation); 450MHz Antenna; Standard or Rough Terrain Cart	\$ 50	\$ 375	\$ 1,875	\$ 5,625	\$ 26,500
2	MALA EasyLocator HDR PRO; 450MHz Antenna. Internal GPS w/ data storage	\$ 50	\$ 375	\$ 1,875	\$ 5,625	\$ 29,600
3	MALA EasyLocator HDR WideRange; 670MHz + 160MHz. Internal GPS w/ data storage	\$ 65	\$ 475	\$ 2,375	\$ 7,125	\$ 34,600
4	RadioDetection RD7200PL w/ 5W transmitter, Professional Locating EM wand	\$ 30	\$ 130	\$ 650	\$ 1,950	\$ 7,000
<b>HIGH FREQUENCY SCANNING FOR CONCRETE, ASPHALT ETC</b>						
5	MALA CX12 High Frequency Radar Console/Box (Select antenna below)	\$ 50	\$ 200	\$ 1,000	\$ 3,000	\$ 20,000
6	MALA 2.3GHz Shielded Antenna	\$ 20	\$ 115	\$ 575	\$ 1,725	\$ 13,000
7	MALA 1.6GHz Shielded Antenna w/ 50Hz Power Sensor	\$ 20	\$ 115	\$ 575	\$ 1,725	\$ 13,000
8	MALA 1.2GHz Shielded Antenna	\$ 20	\$ 115	\$ 575	\$ 1,725	\$ 13,000
<b>GROUND EXPLORER GX HDR, REAL-TIME SAMPLING GPR w/ WIFI LINK</b>						
9	MALA GX Controller; Monitor or Tablet (Select antenna/cart below)	\$ 30	\$ 190	\$ 950	\$ 2,850	\$ 16,000
10	MALA GX80MHz Shielded Antenna – Wifi/App enabled with internal GPS	\$ 90	\$ 275	\$ 1,375	\$ 4,125	\$ 15,700
11	MALA GX160MHz Shielded Antenna – Wifi/App enabled with internal GPS	\$ 60	\$ 245	\$ 1,225	\$ 3,675	\$ 15,000
12	MALA GX450MHz Shielded Antenna – Wifi/App enabled with internal GPS	\$ 50	\$ 245	\$ 1,225	\$ 3,675	\$ 14,000
13	MALA GX750MHz Shielded Antenna – Wifi/App enabled with internal GPS	\$ 40	\$ 245	\$ 1,225	\$ 3,675	\$ 13,000
14	MALA GeoDrone 80MHz Antenna – Drone (not supplied) carry capacity > 3.5kg	\$ 80	\$ 340	\$ 1,700	\$ 5,100	\$ 34,000
<b>PROEX, EXPLORATION AND MULTI-CHANNEL MAPPING</b>						
15	MALA ProEx Control Unit w/ Fibre Module (Select antenna/cart below)	\$ 100	\$ 220	\$ 1,100	\$ 3,300	\$ 25,000
16	MALA HF Module for use with ProEx	\$ 20	\$ 60	\$ 300	\$ 900	\$ 4,500
17	Panasonic Toughbook CF19 (Win7) w/ GroundVision Software	\$ 50	\$ 115	\$ 575	\$ 1,725	\$ 10,000
18	MALA 100MHz Rough Terrain Antenna w/ Fibre Connections	\$ 100	\$ 290	\$ 1,450	\$ 4,350	\$ 20,000
19	MALA 50MHz Rough Terrain Antenna w/ Fibre Connections	\$ 100	\$ 290	\$ 1,450	\$ 4,350	\$ 22,000
20	MALA 25MHz Rough Terrain Antenna w/ Fibre Connections	\$ 100	\$ 290	\$ 1,450	\$ 4,350	\$ 24,000
<b>3D RADAR IMAGING</b>						
21	MALA MIRA 3D Radar Imaging System w/ 400MHz Shielded Antennas, 16 channels (Add GPS)	\$ 350	\$ 1,300	-	-	\$ 200,000
22	MALA MIRA 3D Radar Imaging System w/ 1300MHz Shielded Antennas, 31 channels (Add GPS)	\$ 350	\$ 1,300	-	-	\$ 250,000
<b>GPR CARRIER PLATFORMS, CARTS AND DISTANCE ENCODERS</b>						
23	John Deere 4WD 35HP carrier vehicle w/ roll bar and canopy	\$ 100	\$ 290	\$ 1,450	\$ 4,350	\$ 25,000
24	MALA GPR Back Pack & Monitor Holder for ProEX, GX and X3M range	\$ 25	\$ 25	\$ 125	\$ 375	\$ 1,000
25	MALA Road Cart for pavement/asphalt investigations	\$ 100	\$ 85	\$ 425	\$ 1,275	\$ 6,000
26	MALA Rough Terrain Cart (for antennas to 160MHz) or RTC mini (antennas to 450MHz)	\$ 30	\$ 60	\$ 300	\$ 900	\$ 3,000
27	Acquisition platform for Magnetics or Conductivity instruments (2x 6m timber beams required)	\$ 100	\$ 85	\$ 425	\$ 1,275	\$ 1,000
28	MALA GX 300mm Distance Encoder wheel	\$ 20	\$ 25	\$ 125	\$ 375	\$ 1,600
29	MALA GX 170mm Distance Encoder wheel	\$ 20	\$ 25	\$ 125	\$ 375	\$ 900
30	MALA Cotton Odometer Distance Encoder w/1800m roll	\$ 10	\$ 25	\$ 125	\$ 375	\$ 1,500
<b>GLOBAL POSITIONING SYSTEM (GPS)</b>						
31	JRC dGPS w/ marine beacon corrections. (sub-metre horizontal accuracy in service areas)	\$30	\$ 135	\$ 675	\$ 2,025	\$ 3,000
32	Hemisphere S321 RTK GNSS ROVER with CORS (4G required) (sub-inch horizontal accuracy)	\$ 60	\$ 175	\$ 875	\$ 2,625	\$ 10,000
33	Hemisphere S321 RTK GNSS w/ BASE + ROVER (sub-inch horizontal accuracy)	\$ 100	\$ 300	\$ 1,500	\$ 4,500	\$ 20,000
<b>PROCESSING SOFTWARE</b>						
34	MALA ObjectMapper 2½D GPR Processing Software, 32Bit	\$ 25	\$ 60	\$ 300	\$ 900	\$ 3,000
35	RadExplorer 2D GPR Processing Software, 32Bit	\$ 25	\$ 60	\$ 300	\$ 900	\$ 3,000
36	MALA rSlicer 3D Processing Software for MIRA data	\$ 25	\$ 230	\$ 1,150	\$ 3,450	\$ 30,000
37	MALA 3D Vision 3D Processing	\$ 25	\$ 60	\$ 300	\$ 900	\$ 1,000
<b>RESISTIVITY/CONDUCTIVITY INSTRUMENTS</b>						
38	ABEM Terrameter LS2 Advanced 8/81. Imaging cable w/ 64 take-outs, 5m or 20m cable sets	\$ 300	\$ 540	\$ 2,700	\$ 8,100	\$ 69,000
39	DUALEM 42S Conductivity Meter	\$ 200	\$ 525	\$ 2,625	\$ 7,875	\$ 55,000
40	12V Li-Ion Battery pack for field operations (Yellow Brick) – Equivalent of 300Ahr Lead Acid	\$ 10	\$ 75	\$ 375	\$ 1,125	\$ 6,000
<p><b>DID NOT FIND WHAT YOU WERE AFTER?</b>          Please <a href="#">Contact Us</a>. Via our World-Wide industry relations, we can source almost any geophysical instrument for your projects.</p>						



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RENTER DETAILS		SHIPPING DETAILS	
Company Name		Company Name	
Street Address		Street Address	
Suburb		Suburb	
State		State	
Post Code		Post Code	
Purchase Order #		Contact Name	
Company Representative		Contact Phone	
Phone			

**Courier Service Level:**  Road  Air, 5pm next day  Air, 9am Next Day  Same Day  
 I will arrange pickup myself  Use MALA GPR TNT Account  Please use below courier account  
 Account Number: \_\_\_\_\_  
 Courier Company: \_\_\_\_\_

ID#	Instrument	Dispatch Date	Return Date	Duration	Prep	Rate	Sub Total

**TOTAL EX GST** \_\_\_\_\_  
 +10 % GST \_\_\_\_\_  
**TOTAL INC GST** \_\_\_\_\_

**NOTES**

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CREDIT CARD PAYMENT DETAILS					
Card Type	<input type="checkbox"/> VISA <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express				
Card Number		Expiry			
Name on Card		Billing Address			
Suburb		State	Post Code		

DECLARATION	
<i>I hereby accept the attached Rental Terms &amp; Conditions and authorise for all rental cost to be charged to my credit card on dispatch/pick-up. Any instrument damage and/or variations to the rental period and freight cost will be charged to the above card.</i>	
Full Name	Signature
Date	



# RENTAL TERMS & CONDITIONS

## MALA GPR Australia

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### GEONIX PTY LTD TRADING AS MALA GPR AUSTRALIA – RENTAL AGREEMENT

In this Rental Agreement unless a contrary intention appear 1. "Renter" means the person, company or organization to whom Mala GPR Australia rents the instruments identified in attached Rental Booking Form.  
2. "Mala GPR Australia" means GeoniX Pty Ltd trading as Mala GPR Australia ABN 78 132 266 678  
3. Mala GPR Australia 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 Mala GPR Australia or at the requested dispatch date, whichever comes first. Rental charges commence the day the equipment leaves Mala GPR Australia 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 Mala GPR Australia to the carrier, regardless of whether the freight or insurance for the Equipment while in transit is prepaid by Mala GPR Australia. The Renter shall pay all freight charges and insurance costs. If any of these costs are prepaid by Mala GPR Australia, Renter shall pay to Mala GPR the cost plus 15%. The Renter shall be responsible for any damage to Equipment in transit shall be against the carrier. Mala GPR Australia 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 Mala GPR Australia at all times and the Renter shall have no right, title, or interest therein. The Renter will, at its expense, protect and defend Mala GPR Australia' 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

Mala GPR Australia 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 Mala GPR Australia

### WARRANTY

Mala GPR Australia warrants that the equipment will be in good operating condition when delivered to the carrier for delivery to the Renter. Mala GPR Australia 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. Mala GPR Australia is not responsible or liable for any direct, indirect, incidental, or consequential damage, loss, 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 Mala GPR Australia with respect to the equipment.

### CONTROL OF THE EQUIPMENT

The Renter always agrees to maintain absolute control and possession of the Equipment until the equipment is returned to Mala GPR Australia and shall not cause the Equipment to be moved outside Australia. 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 Mala GPR Australia for any personal or physical damage that may occur during operation of the equipment. Neither Mala GPR Australia, 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 Mala GPR Australia to the carrier, through the time the Equipment is returned to the possession of Mala GPR Australia. 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 Mala GPR Australia 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 Mala GPR Australia 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 Mala GPR Australia 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 Mala GPR Australia.

If any defects occur which impedes the proper operation of the Equipment during the Rental Period the Renter shall report such defect to Mala GPR Australia immediately. If, in the sole discretion of Mala GPR Australia, the defect has occurred due to no fault of the Renter, then Mala GPR Australia 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 Mala GPR Australia 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, Mala GPR Australia 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 Mala GPR Australia 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 Mala GPR Australia price list, less any reasonable allowance as determined by Mala GPR Australia in its absolute discretion.

The Instruments must only be used in hand-held or manual push-cart operation. Under no circumstance can the instrument be motor vehicle mounted or towed behind a vehicle.

### INSURANCE

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

### INSPECTION AND REMOVAL OF THE EQUIPMENT

Mala GPR Australia or its agent 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, Mala GPR Australia 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 Mala GPR Australia' 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 Mala GPR Australia 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 Mala GPR Australia and insuring the Equipment while in transit at the end of this Rental Contract.

### SECURITY INTERESTS

Renter agrees to execute one or more financing statements or other documents as required by Mala GPR Australia for the purpose of evidencing this Rental Contract and Mala GPR Australia' 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 Mala GPR Australia of a security interest in Equipment. The provisions of this paragraph shall not be deemed to affect the continued vesting in Mala GPR Australia 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 Mala GPR Australia 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 Mala GPR Australia. 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 Mala GPR Australia. 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 sub-Renter 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.

### PAYMENT & TAXES

The cost of the booked rental is payable prior to dispatch from our premises. If the rental period exceeds 30 days, only the first month is initially charged. Thereafter, rental charges will be payable every month on advance.

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 South Wales sales taxes, such taxes shall be paid when due to Mala GPR Australia in addition to any other amounts due hereunder. In the event of failure of Renter to pay such taxes promptly when due Mala GPR Australia may pay such taxes and may require Renter to reimburse Mala GPR Australia 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 Mala GPR Australia reasonably deems itself to be insecure under the Rental Contract.

### REMEDIES

Upon the occurrence of any Event of Default, Mala GPR Australia may without notice or demand declare the Rental Contract in default and may thereafter exercise all rights accruing to Mala GPR Australia 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 Mala GPR Australia; (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 Mala GPR Australia 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 Mala GPR Australia 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 Mala GPR Australia, 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 the State of New South Wales, Australia and all terms used herein, unless otherwise defined, shall have the meaning set forth in the laws of the State New South Wales. In the Event of Default, this Rental Contract may be enforced in any court of competent jurisdiction in the City of Sydney, State of New South Wales, 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 Mala GPR Australia should take any action to enforce any of its legal rights pursuant to this Rental Contract, Mala GPR Australia shall be entitled to such damages, including costs and attorney's fees, as may be incurred by Mala GPR Australia. If Mala GPR Australia should successfully defend any lawsuit or settle any disputed matter relating to this Rental Contract, Mala GPR Australia shall be entitled to such damages, including costs and attorney's fees, as may be incurred by Mala GPR Australia.

### GEODRONE SPECIFIC

The MALA GeoDrone 80 equipment has currently not been certified according to FCC, ETSI or any other localised UWB GPR regulations. The renter must investigate and adhere to the current laws, local regulations (e.g. ETSI, FCC) and any required permissions related to the use of airborne GPR in the relevant location of use. MALA GPR Australia accepts neither responsibility nor liability in regard to any of the above.