

**DCI INTERNATIONAL PTY LTD.**

ABN 72 099 820 461

**FORM "B"**

**CUTLERY MERCHANDISING STAND LOAN AGREEMENT & CONDITIONS**

1. The following terms & conditions apply to the supply of a Merchandising Stand provided to the "Customer" (see details below) By DCI International Pty Ltd hereinafter referred to as "DCI"
2. "DCI" will supply the Cutlery Merchandising stand at no charge, however a freight / delivery fee will be applicable
3. The Cutlery Merchandising stand remains the property of "DCI" and the following conditions apply:-
  - The structure shall not be modified nor interfered with
  - "DCI" **urban cutlery**™ logo's may not be removed and must be visible at all times
  - The cutlery merchandising stand may not be Removed, relocated or abandoned from the address shown below, unless permission for the removal or relocation of the equipment is requested & approved by "DCI" in writing
  - The "Customer" will notify "DCI" of any action that requires replacement or repairs
  - The "Customer" agrees that the equipment is **solely for the merchandising of the products supplied by "DCI"** and will only be used for the purposes for which the equipment was designed
4. Maintenance, Care of Equipment, Access & Consequential Loss / Indemnity
  - The "customer" must clean & take reasonable care of the equipment and protect it against theft, vandalism & it must be used in accordance with "DCI's" recommendation/s
  - The equipment must be used under the Occupational Health & Safety legislation
  - The "Customer" shall ensure that the equipment is insured against loss, damage or destruction by fire, theft, accident or malicious damage
  - On termination of the loan, or cessation of the business the 'Customer' shall at their own cost securely pack and return the equipment to the "DCI" office
  - The "Customer" will allow "DCI" & its authorized agents access to view the equipment during normal trading hours
  - The "Customer" shall carry "Public Liability" on the equipment while it is in the customer's possession & care, & "DCI" will not be liable for any loss of profit or other indirect losses arising from any fault, malfunction or breakdown of the equipment or any failure by "DCI" to perform any of its obligations
  - The Customer shall indemnify and shall at all times keep indemnified "DCI" its officers, employees and agents from and against all & any direct or indirect loss suffered or incurred or claimed against any such party as a result of or in any way connected with any breach of, or default under this Agreement by the "Customer" and / or a "Customer" representative. And the "Customer" shall be liable for the full replacement value of the equipment
5. **Term**
  - This agreement will continue for a period of minimum 12 months and will be extended automatically for successive periods of 12 months unless either party gives notice of termination to the other party at least 30 days before the expiry of the then current 12 months period
  - The agreement may be terminated by giving 30 days written notice to "DCI" at which time equipment must be returned to the offices of "DCI" at customers expense
6. **Acknowledgement, Consent & Sales Volume / Value**
  - By signing below the "Customer" acknowledges that the "Customer" has read & understood the terms & conditions and agrees to comply with these conditions in respect of the loan equipment provided. The "Customer" will ensure that its contractors, employees & agents have read & agree to comply with these terms & conditions
  - The "Customer" gives "DCI" consent to remove the Equipment if predetermined sales volumes are not maintained (see requirements below)
  - The value of the Equipment supplied to the "Customer" by "DCI" is \$250 excluding GST
  - The minimum order required to obtain and retain the Equipment is \$1200 per annum

PLEASE COMPLETE ALL INFORMATION IN ALL FIELDS IN BLOCK CAPITALS

Customer Name: -  
ABN: -  
Tel: - ( )  
Mob: -  
Drivers License #: -

Store Name:-  
Address: -  
Suburb: -  
State: - Post Code: -

Customer Signature:-

Print Name: -

DCI International Pty Ltd authorization: Signature: -

"DCI" Control #:-

Date delivered:-