



# ASTUTE SYSTEMS

## **HARDWARE LOAN (BAILMENT) AGREEMENT** Astute Systems Standard Hardware Loan Terms (Short Form)

# HARDWARE LOAN (BAILMENT) AGREEMENT

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This Hardware Loan (Bailment) Agreement (“Agreement”) is made between **Astute Systems Pty Ltd** (ABN: 75 675 159 494), of 2.08 315 Brunswick Street, Fortitude Valley, QLD. 4005 Australia (“Astute”), and the Customer identified below (“Customer”).

## 1. LOANED EQUIPMENT

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**Equipment to be loaned/bailed:**

**Purpose of loan (evaluation, integration, demonstration, etc.):**

**Date by which Equipment must be returned to Astute:**

## 2. OWNERSHIP AND POSSESSION

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Title to and ownership of the Equipment remain with Astute at all times and do not transfer to Customer.

Customer must preserve Astute’s ownership rights, keep the Equipment free of liens and encumbrances, and must not sell, lease, charge, pledge, assign, or otherwise dispose of the Equipment.

Customer must not transfer possession, custody, or control of the Equipment to any third party without Astute’s prior written consent.

## 3. CUSTOMER OBLIGATIONS DURING BAILMENT

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Customer must: - use the Equipment only for the approved loan purpose; - follow Astute’s published manuals, specifications, and operating instructions; - keep the Equipment secure, in good condition, and at the nominated site unless otherwise approved in writing by Astute; - not modify, disassemble, reverse engineer, or remove labels/identifiers from the Equipment; - promptly notify Astute of any malfunction, damage, loss, theft, seizure, or claim affecting the Equipment.

## 4. RISK OF LOSS AND DAMAGE

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Risk of loss of or damage to the Equipment passes to Customer on delivery to Customer and remains with Customer until the Equipment is returned to Astute and accepted by Astute.

If Equipment is lost, stolen, destroyed, not returned by the return date, or returned damaged beyond fair wear and tear from proper use, Customer must pay Astute on demand the then-current list price (or replacement cost if no list price exists), plus reasonable freight, handling, and repair/inspection costs.

Customer is not responsible for ordinary wear and tear resulting solely from use in accordance with Astute's published specifications and manuals under normal operating conditions.

## 5. RETURN OF EQUIPMENT

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Customer must return all Equipment, accessories, media, and documentation to Astute by the return date, properly packed and freight prepaid unless otherwise agreed in writing.

Astute may inspect and test returned Equipment. If repair, cleaning, recertification, or component replacement is required due to Customer's breach of this Agreement, Customer must reimburse Astute for those reasonable costs.

## 6. SOFTWARE AND DATA

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Any software, firmware, and documentation provided with the Equipment are licensed, not sold, and remain subject to applicable Astute software licence terms.

Customer must return all supplied software media and documentation with the Equipment and permanently delete any copies that Customer is not expressly permitted to retain.

Customer is solely responsible for backing up and removing Customer data before return. Astute is not liable for loss of Customer data left on returned Equipment.

## 7. DISCLAIMER AND LIMITATION OF LIABILITY

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To the maximum extent permitted by law, Equipment is provided "AS IS" for temporary evaluation or use. Astute excludes all warranties not expressly stated in this Agreement, except non-excludable rights under applicable law (including the Australian Consumer Law).

To the maximum extent permitted by law, Astute's total aggregate liability arising out of or in connection with this Agreement or the Equipment is limited to the list price of the relevant Equipment item giving rise to the claim.

To the maximum extent permitted by law, Astute is not liable for indirect, incidental, special, exemplary, or consequential loss, including loss of profit, revenue, opportunity, use, production, or data, and any third-party claims arising from Customer's use of the Equipment.

## 8. INDEMNITY

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Customer indemnifies Astute, its officers, employees, and agents against all claims, liabilities, losses, damages, costs, and expenses (including reasonable legal costs) arising from or in connection with: - Customer's breach of this Agreement; - Customer's possession, use, transport, storage, or operation of the Equipment; or - personal injury, death, or property damage caused by Customer's negligent or unlawful act or omission, except to the extent caused by Astute's negligence or wilful misconduct.

## 9. TERMINATION AND RECOVERY

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Astute may terminate this Agreement immediately by written notice if Customer breaches this Agreement or becomes insolvent.

On termination, or on Astute's written demand, Customer must immediately cease use and return the Equipment in accordance with this Agreement.

Astute may recover possession of the Equipment where legally permitted.

## 10. GENERAL

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This Agreement constitutes the entire agreement between the parties regarding the Equipment loan and supersedes prior discussions or representations on that subject.

Any variation to this Agreement must be in writing and signed by authorised representatives of both parties.

If any provision is unenforceable, the remaining provisions continue in full force.

This Agreement is governed by the laws of Queensland, Australia. The parties submit to the exclusive jurisdiction of the courts of Queensland and courts competent to hear appeals from those courts.

# 11. ACCEPTANCE AND SIGNATURES

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**Astute Systems Pty Ltd (Bailor):**

Authorised Signatory:

Date:

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**Customer (Bailee):**

Company Name:

ABN/ACN (if applicable):

Address:

Authorised Signatory:

Date:

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*This document is Commercial-in-Confidence and is intended solely for the named Customer. Distribution beyond the intended recipient requires written consent from Astute Systems.*

