



BGAN EQUIPMENT RENTAL AGREEMENT

**PLEASE READ TERMS OVERLEAF, FILL IN DETAILS BELOW AS REQUIRED AND FAX BACK TO
WRIGHT SAT CONNECTIONS LTD Wgtn +64 4 5688361, Ak +64 9 448 5197**

SECTION A: CUSTOMER INFORMATION (to be completed by customer if applicable)	
Organisation Name: _____	Date: _____
Contact Name: _____	Telephone: _____
Address: _____	Fax: _____
_____	Mobile: _____
Post code _____	Email: _____
Country _____	_____
Billing address (if different from above) _____	Date required from: (D/M/Y) _____ to _____
_____	_____
Post code _____	_____
IRIDIUM WORLD SATELLITE SERVICE INFORMATION (For Office Use Only)	
IMEI: _____	SIM Serial No: _____
Phone No: _____	_____
_____	_____
Hardware (phone make/model): _____	
SECTION B: RENTAL Details (For office Use only)	
From (d/m/y) _____ to _____ exact return date.	Additional Services:
AGREED RATES	
Rental per terminal: \$ _____ + GST	Insurance Wright Satellite Connections does not offer insurance. Please refer to Clause 3.3 overleaf

Deposit Taken: \$ _____ <input type="checkbox"/>	Delivery of the phone: Customer to pick up <input type="checkbox"/> Courier <input type="checkbox"/>
Sales Order Number _____ <input type="checkbox"/>	
Credit Card has been charged for rental of Hardware <input type="checkbox"/>	Originating Staff Member: _____
SECTION C: CUSTOMER SERVICE ACCEPTANCE (Must be completed by customer)	
I recognise that the provision of Services I have requested shall be provided by Wrights pursuant to Wrights' Iridium Customer terms and conditions as attached and I agree to abide with and be bound by those terms and conditions.	
Customer Signature: _____	Date: _____

BILLING OPTIONS: **Charge credit card** **Account holder**

CREDIT CARD DETAIL: **(If credit card is selected above)**

Name as shown on card: _____

Card Type: **Visa** **Mastercard** **Diners** **Amex**
4 Digit Code for Amex

Number: _____

Expiry Date: _____

Cardholder _____ Date: _____
Signature: _____

Accepted for Wright Satellite Connections: _____ **Date:** _____

For help with your BGAN in NZ, you can contact Wright Satellite Connections Ltd on 0800 SATCOM (0800 728266) or +64 5688975 during office hours or by email at info@wrights.co.nz
Help is also available by dialling Iridium Customer Care on +1 480 752 5155 and Iridium web support is always available at www.iridium.com

WRIGHT SATELLITE CONNECTIONS LTD – IRIDIUM CUSTOMER TERMS 7/12/02

*Signing Customer Acceptance on page 1 means you agree to the following **additional terms***

1. Services

- 1.1 Wright Satellite Connections Ltd will provide the Services and you the customer must pay the current monthly access fees, call and message charges and all associated fees and charges ("Fees") to Wright Satellite Connections Ltd (hereinafter known as Wrights) in accordance with Wrights' payment terms. The Fees as amended by Wrights from time to time are deemed incorporated in this Agreement. Full details of the Fees are available from Wrights on request. Wrights' payment terms are 7 days from invoice date, as shown by the due date on your invoice.
- 1.1.a Should payment not be received within the specified period, Wrights reserves the right to debit your credit card for the full amount outstanding as per your credit card details provided on the "Application for Credit", provided that Wrights will make reasonable attempts to notify you beforehand.
- 1.2 Wrights will use its reasonable endeavours to provide the Services to you as specified in the application and as otherwise requested by you from time to time, subject to the following:
- (a) the means of provision of the Services will be as Wrights from time to time in its absolute discretion considers appropriate;
 - (b) the supply of the Services is conditional on your meeting any Wrights credit policy applicable to the Services; and
 - (c) the Services may be provided only within those areas where coverage is available as publicised by Wrights from time to time.
 - (d) Provision of the Services is conditional upon availability of the Iridium service to Wrights, from Iridium Satellite LLC via their global suppliers.
- 1.3 It is technically impractical to provide the Services free of fault or error. You acknowledge that the Services have technical and coverage limitations, including (without limitation), reception problems, possible faults in transmission network, human errors including errors of any carrier and third parties and the physical location of Equipment in relation to the transmission network.
- 1.4 Wrights may, without liability to you, suspend the Services immediately for repairs, for maintenance of any part of a network, or where Wrights is obliged to comply with the requirements of any relevant authority.
- 1.5 You acknowledge that you do not own any pager or telephone number issued by Wrights and that Wrights may need to alter any such number without any liability to you for the alteration.
- 1.6 Title to any SIM (subscriber identity module) issued to you is retained by Wrights at all times.
- 1.7 Wrights may upgrade your monthly service fee or security deposit if your usage increases above the agreed monthly allowance. This change will be notified to you in writing prior to the increase coming into effect.

2. If you purchase Equipment from Wrights

- 2.1 Wrights agrees to sell and you agree to purchase the Equipment and pay the Purchase Price.

- 2.2 Risk in the Equipment passes to you on delivery. Title to the Equipment is retained by Wrights until you have paid the full Purchase Price.
- 3. If you rent Equipment from Wrights**
- 3.1 You agree to rent the Equipment and pay the Rental Fees in accordance with Wrights' payment terms.
- 3.2 Title to the Equipment is retained by Wrights at all times. Risk in the Equipment passes to you on delivery unless otherwise agreed.
- 3.3 Wrights does not offer insurance. You accept that you are liable to Wrights for any loss or theft of or damage to the equipment. In the event of damage to the Equipment, Wrights will invoice you the cost of repair. In the event of loss or theft, Wrights will invoice you the replacement cost and any expenses incurred in recovering this.
- 3.4 You:
- (a) must permit Wrights to inspect the Equipment at all reasonable times;
 - (b) are responsible at all times for the safe custody and use of the Equipment and are liable to Wrights for any loss or damage to the Equipment, which must be notified to Wrights immediately. If the Equipment is lost or destroyed or becomes non-functional, you must pay Wrights the cost of replacing it if not insured; and
 - (c) must not sell, sub-let, mortgage, pledge, or grant any security interest or dispose or part with possession of or encumber the Equipment.
- 3.5 On termination or expiry of this Agreement for any reason, you must immediately cease using the Equipment and return it in good condition to Wrights. Failing this, Wrights may enter your premises during business hours for the purpose of removing the Equipment, or charge you the value of the Equipment.
- 4. Contract Term and Termination**
- 4.1 Except for rentals, the initial term of this Agreement is one year from commencement of the Services. After that time, this Agreement will be automatically extended for additional terms of one year unless terminated by you giving Wrights 1 months' notice in writing. You must pay Wrights the Fees incurred by you in respect of the period up to the expiry of the one month notice period (including any such Fees that are charged by Wrights after the expiry of the one month notice period).
- 4.2 Wrights may terminate this Agreement with immediate effect by giving notice to you at any time if, in Wrights' reasonably held opinion:
- (a) you fail to make any payment or breach any other term of this Agreement;
 - (b) you breach any licence, permit, authorisation or law of any jurisdiction relating to the use of Equipment or Services;
 - (c) Wrights' right or any carrier's right to provide the Services ceases for any reason;
 - (d) your use of the Equipment or the Services is unlawful, improper or otherwise objectionable;
 - (e) you fail to pass Wrights' credit checks or become an unacceptable credit risk; or
 - (f) your conduct is likely to adversely affect any communications network.
- 5 Interference with Services**
- 5.1 You must not, either by act or omission, interfere with or threaten the operation, stability, viability or integrity, or do anything likely to interfere with or threaten the operation, stability, viability or integrity of the Wrights network.
- 5.2 You must comply with any written notice which Wrights may give in relation to modifications required to any apparatus, or action necessary to be taken, to eliminate any actual or likely interference or threat to the operation, stability, viability or integrity of the Wrights network or the Services.
- 5.3 Wrights reserves the right to suspend provision of the Services to you or to terminate this Agreement if your operation of the Equipment or use of the Services (whether by high usage levels or otherwise) in Wrights's opinion threatens the operation, stability, viability or integrity of the Wrights network or causes an unreasonable delay in that network.
- 6 Use of Equipment and Services**
- 6.1 You must not use, or permit another person to use the Services or the Equipment provided by Wrights in respect of:
- (a) the breach of the laws of any jurisdiction;
 - (b) the transmission of any obscene, mischievous or blasphemous message where such transmission in the opinion of Wrights infringes the provisions of any law of any jurisdiction; or
 - (c) the conduct of a business or other operation that is illegal or perceived as unethical or may compromise Wrights or its staff, in any other way.
- 7 General Provisions**
- 7.1 Wrights is not liable to you in any circumstances for:
- (a) any economic loss or damage including, any loss of revenue, profits, actual or potential business opportunities, contracts or anticipated savings or profits; or
 - (b) any indirect or consequential loss or damage; or
 - (c) any loss or damage relating to the acts or omissions of any carrier or other third party, and all other matters beyond Wrights's control.
- 7.2 To the extent permitted by law, Wrights excludes all liability for breach of any express or implied term or warranty and also excludes all liability for negligence in connection with the performance of Wrights's obligations under this Agreement.
- 7.3 Where liability for any term implied by law cannot be excluded, and to the extent permitted by law, Wrights' liability for any breach of such an implied term is limited to (at Wrights' election):
- (a) in the case of services, the cost of having the services supplied again; and
 - (b) in the case of goods, the lowest of the cost of replacing the goods, acquiring equivalent goods or having the goods repaired.
- 7.4 You authorise Wrights to obtain from or give to any carrier, any other supplier of telecommunications services or any collection agency any customer information about you in circumstances where there are grounds to suspect that you are seeking to avoid making any payment under this or any other agreement for telecommunications services.

- 7.5 You authorise Wrights to:
- (a) exchange information with the owner of any Equipment purchased or used by you in connection with the Services and authorise that owner to use the information in the ordinary course of business; and
 - (b) obtain from or give to any credit providers or credit reporting agency information about your credit arrangements, such as information about your credit worthiness and history.
- 7.6 You authorise Wrights to provide additional Equipment and Services and vary the Services and Fees if Wrights is requested to do so by any person quoting your PIN number or password. Wrights will confirm this on your next invoice (if any). Any additional Equipment and Services and any variations are provided subject to this Agreement.
- 7.7 All other variations to this Agreement must be in writing signed by both parties.
- 7.8 Where you comprise more than one person, this Agreement binds each of those persons jointly and severally.
- 7.9 This Agreement constitutes the entire agreement between Wrights and you in relation to its subject matter. All previous negotiations and representations are excluded.
- 7.10 Wrights may at any time assign or deal with the whole or any part of this Agreement. You must not assign or deal with its rights or obligations under this Agreement without Wrights' prior written consent.
- 7.11 Terms used in this document have a corresponding meaning to those in the application. "You" means the Customer specified in the application form. "Your" has a corresponding meaning.