

Rental Agreement

Initial Customer Purchase Order #

LESSOR ("Sealed Air"):

Sealed Air Australia Pty Ltd
ACN 004
1126 Sydney Road
Fawkner VIC 3060 Australia

"LESSEE" (Ship To):

ACN:
Registered address:

QTY	"EQUIPMENT"	MODEL	SERIAL NUMBER(S)
	NewAir I.B.®	<input type="checkbox"/> Express	
		<input type="checkbox"/> Flex	
	Fill-Air®	<input type="checkbox"/> Rocket	
	Jet Stream® Fit	<input type="checkbox"/> Jet Stream® Fit	
	FasFil SEE Paper Systems	<input type="checkbox"/> FasFil: _____	
	Simple	<input type="checkbox"/> Simple:	

LEASE AND LOCATION: Sealed Air agrees to lease the equipment described above (the "Equipment") to Lessee at the following

location(s): _____

The initial quantity of the Equipment is indicated above; however, unless a new agreement is executed by the parties, all items of the same Equipment delivered after the date of this Agreement to the Location will be subject to this Agreement. All Equipment supplied to Lessee, including any replacement parts or systems, may be either new or refurbished.

MONTHLY MINIMUM PURCHASE:

Lessee agrees to purchase from **Get Packed Pty Ltd** a minimum of **rolls per month** of Sealed Air material usable with the each item of Equipment leased hereunder (the "Monthly Minimum").

MATERIAL USAGE

- Lessee agrees to use the Equipment solely with packaging material manufactured or authorized by Sealed Air.
- If the Monthly Minimum is not purchased in any quarter, Sealed Air may, at its option, either:
 - (a) Require Lessee to purchase the difference between the Monthly Minimum and the amount purchased by Lessee during such quarter; or
 - (b) Terminate this lease with 30 days notice & subsequently remove all Equipment; or
 - (c) charge the Lessee a monthly rental fee of **\$200.00 + GST** for all months during the Term in which the Lessee has not complied with the Monthly Minimum Purchase requirement of Sealed Air materials referred to above.

WARRANTY SERVICE: Sealed Air shall provide warranty service for no additional charge for the Equipment as described in the terms and conditions of the Equipment Warranty Service provisions included below for the of the agreement.

OPERATION & SAFETY: It is the responsibility of the Lessee to ensure all Equipment supplied and installed complies with all relevant safety laws, regulations, standards and requirements ("Safety Requirements") from delivery which includes during the installation, commissioning and operational periods. Any additional costs to comply with any Safety Requirements are at the Lessee's expense. To the maximum extent permitted by law, Sealed Air is not liable for any, claims or loss relating to non-compliance with any Safety Requirements once the Equipment has been delivered, nor for any delay, failure or inability to complete installation.

The Lessee must:

- (a) exercise due and good care in the manner in which, and the purposes for which, the Equipment is used;
- (b) fully comply with all laws, regulations and permits relating to the possession, maintenance and use of the Equipment, including all Safety Requirements;
- (c) ensure that only appropriately skilled persons operate the Equipment;
- (d) immediately notify Sealed Air if the Lessee becomes aware of any problem in relation to the Equipment; and
- (e) ensure no modifications or alterations are made to the Equipment without Sealed Air's prior written consent.

Additional terms are listed on the following page.

Agreed and effective this ____ day of _____ 20__

EXECUTED as an agreement

LESSEE

By:
Who represents to be authorized by the
Lessee to execute this Agreement.

SEALED AIR AUSTRALIA PTY LTD

By:

Get Packed Pty Ltd

By:

Name:
Title:
Phone/Fax:

Name:
Title:

Name:
Title:

ADDITIONAL TERMS

EQUIPMENT WARRANTY SERVICE. Sealed Air will perform service (except as provided below) on the Equipment for the warranty term set forth above. Service shall consist of adjustments, repairs and provision of replacement parts for the Equipment. Replacement parts will be furnished on an exchange basis and, at Sealed Air's option, may be either new or refurbished. This warranty does not cover: 1) the routine preventive maintenance to be provided by Lessee; 2) service required by failure of Lessee to perform routine maintenance or causes other than normal use and operation of the Equipment in accordance with Sealed Air's operating instructions and service manuals; (3) service required by the installation, use, attachment or malfunction of non-Sealed Air parts, attachments, services, film, cross cut or edge seal wires or other material. Lessee shall provide the routine preventive maintenance services to the Equipment described in the Sealed Air service literature, including but not limited to cleaning or replacement of cross cut and edge seal wires. Warranties do not apply if any modifications, alterations or additions are made to the Equipment without prior written approval by Sealed Air or if repairs are made by persons other than Sealed Air's authorized representatives. Lessee agrees that liability under this warranty is limited, at Sealed Air's option, to (a) repair or (b) replacement of Equipment.

DISCLAIMER OF IMPLIED WARRANTIES. TO THE EXTENT PERMISSIBLE BY LAW SEALED AIR SHALL IN NO EVENT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PENAL DAMAGES LOSS OF PROFITS OR REVENUE, PRODUCTION, CONTRACT, SALES OPPORTUNITY OR BUSINESS REPUTATION, DIRECT OR INDIRECT LABOUR COST AND OVERHEAD EXPENSES, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF INFORMATION OR DATA, LOSS OF EXPECTED SAVINGS, OPPORTUNITY COSTS, LOSS OR REDUCTION OF GOODWILL, ECONOMIC LOSS AND DAMAGE TO EQUIPMENT OR PROPERTY OR ANY OTHER CLAIM WHATSOEVER ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN ANY WAY ATTRIBUTABLE TO THE RENTAL, DELIVERY OR PERFORMANCE OR NON-PERFORMANCE OF THE EQUIPMENT. ANY TECHNICAL ADVICE FURNISHED BY SEALED AIR BEFORE OR AFTER DELIVERY REPRESENTS ITS BEST JUDGMENT BUT WILL BE USED AT LESSEE'S SOLE RISK. **TO THE EXTENT PERMISSIBLE BY LAW EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY STATED AND TO THE EXTENT PERMISSIBLE BY LAW, LESSEE UNDERSTANDS THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING NO WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE FOR THE EQUIPMENT OR FOR THE SERVICES OR PARTS PROVIDED UNDER THE EXTENDED WARRANTY. ALL WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED WHEN THE EQUIPMENT IS LEASED OR SOLD "AS IS." THIS AGREEMENT SHALL NOT EXCLUDE OR MODIFY THE RIGHTS, ENTITLEMENTS, REMEDIES AND LIABILITIES OF EITHER PARTY BY ANY CONDITION OR WARRANTY IMPLIED BY ANY COMMONWEALTH, STATE OR TERRITORY ACT (INCLUDING BUT NOT LIMITED TO THE AUSTRALIAN CONSUMER LAW SET OUT IN SCHEDULE 2 OF THE COMPETITION AND CONSUMER ACT 2010 (Cth)) OR ANY OTHER LAW RENDERING VOID OR PROHIBITING SUCH EXCLUSION OR MODIFICATION.**

SHIPMENT DELAY. All claims for delay in shipment must be made prior to shipment. Sealed Air's sole liability for delay in shipment or non-shipment shall be cancellation of the order if requested by Lessee prior to shipment.

TITLE, LOCATION, MAINTENANCE. Title to the Equipment is and shall remain, property of Sealed Air, and Lessee shall have no right, title or interest in the Equipment. Until the Equipment has been returned to Sealed Air at the end of the Term of this Agreement, the Lessee is in a fiduciary relationship with Sealed Air and is a bailee only of the Equipment. Upon expiry of the term of this Agreement or termination, Sealed Air may take possession of the Equipment and enter any premises where the Equipment may be located in order to take possession of the Equipment. Lessee shall use the Equipment solely at the location specified in this Agreement. The Equipment shall not be removed from such location without the prior written consent of Sealed Air. Except for the original installation of Fill-Air® Overhead Delivery Equipment, Lessee shall not attach the Equipment to any structure such as to make it a part of such structure or to prevent its removal. Lessee shall not change, modify or alter in any way the Equipment including without limitation any safety devices installed on or accompanying the Equipment. Lessee shall not remove, modify or obscure any plates, numbers or other markings on the Equipment. Except as provided in the Equipment Warranty Service above, Lessee shall maintain the Equipment in good repair, condition and functional order at Lessee's expense. Lessee shall be responsible for any loss, wear or damage to the Equipment, normal wear and tear excepted. If the Lessee installs, attaches, or uses non-Sealed Air parts, attachments, devices, or other materials to the Equipment or if the Lessee uses or operates the Equipment in a manner which is contrary to the instructions set forth in Sealed Air's operating instructions, Sealed Air may at its option terminate this Agreement and remove the equipment.

INSPECTION. Sealed Air employees may, at all times during business hours and upon reasonable notice, enter Lessee's premises for the purpose of inspection of the Equipment and its use and operation, and of altering, improving or adding to it.

TAXES. Lessee shall file all property tax filings and shall pay all property taxes, fees or other governmental charges (including any interest and penalties) (the "Charges"), related to the Equipment, its ownership, delivery, use, possession or lease and Warranty Service. Lessee shall retain copies of all filings and evidence of payment for a period of 7 years and provide such copies to Sealed Air, at Sealed Air's request. At Sealed Air's option, Sealed Air may make such tax filings. In the event that Sealed Air pays or is required to pay any Charge related to the Equipment, its ownership, delivery, use, possession or lease and Warranty Service, Lessee shall reimburse Sealed Air for such amounts paid.

ASSIGNABILITY. Without Sealed Air's prior written consent, which shall not be unreasonably withheld, Lessee shall not (a) assign, transfer, encumber, mortgage, pledge or otherwise dispose of or transfer this Agreement, the Equipment or any interest therein or (b) sublet or lend the Equipment or allow it to be used by anyone other than Lessee or Lessee's employees. Sealed Air may assign this Agreement at its discretion.

TERM. For Fill-Air®, Jet Stream™ (other than Jet Stream™ Multi Delivery Systems), NewAir I.B.® and Instasheet™ Equipment, this lease shall have an initial term of one year and shall renew for additional annual terms; provided that at any time, either party may terminate this lease with 30 days notice to the other, provided that if Sealed Air terminates this Agreement under this section, Sealed Air shall refund a prorated portion of the annual lease payment already paid to Lessee. For Jet Stream™ Multi Delivery Systems, this lease shall have an initial term of one year and shall renew for additional annual terms, provided that at any time after the first anniversary, either party may terminate this lease with 30 days notice to the other, provided that if Sealed Air terminates this Agreement under this section, Sealed Air shall refund a prorated portion of the annual lease payment already paid to Lessee.

DEFAULT. Upon the failure by Lessee to perform any of its obligations under this Agreement, Sealed Air may, at its option, with or without notice to Lessee, exercise the following rights either concurrently or separately and without any election of remedies to be deemed made: (1) Immediately terminate this Agreement without any obligation to return any lease payments made hereunder; and/or (2) Enter Lessee's premises and without any court order or other process of law repossess and remove the Equipment. Sealed Air shall have the right at its option, to lease or sell the Equipment to any other person or persons on such terms and conditions as Sealed Air shall determine; and/or (3) Declare all remaining payments due and payable and take action to collect same; and/or (4) Pursue any other remedy at law or equity. Lessee shall be responsible for the payment of all costs, expenses and damages, including attorney's fees and interest at the rate of prime plus 2% on past due amounts, incurred by Sealed Air in exercising or enforcing Sealed Air's rights and remedies.

NO PATENT RIGHTS. This Agreement confers on Lessee no express or implied license under any of Sealed Air's present or future patents.

LIABILITY AND INDEMNITY. To the extent permissible by law Lessee assumes the risk and sole responsibility for safe operation of the Equipment in accordance with all applicable laws and the provided instructions. To the extent permissible by law Lessee shall indemnify, defend, and hold Sealed Air harmless from all claims arising out of Lessee's misuse of the Equipment or failure to operate the equipment in accordance with all applicable laws and the provided instructions.

FILING. Lessee agrees to execute on request any instrument necessary to the filing and recording of this Agreement or any other instrument evidencing Sealed Air's interest in the Equipment.

RETURN OF EQUIPMENT. Upon early termination of the Agreement by Sealed Air, Lessee shall return the Equipment to Sealed Air in good condition, normal wear and tear excepted, freight prepaid.

RISK OF LOSS. Lessee bears all risk of loss of and damage to the Equipment from the time of shipment to Lessee until the Equipment is returned to Sealed Air. Lessee shall insure the Equipment for such loss and shall present adequate proof of insurance to Sealed Air upon request.

FREIGHT. Equipment is FOB Sealed Air's facility. Lessee is responsible for freight to and from Sealed Air's facility.

FORCE MAJEURE. Neither party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement when such failure or delay is caused circumstances beyond the reasonable control of a party.

ENTIRE AGREEMENT. This writing contains the entire agreement between the parties regarding the Equipment. No modifications to this Agreement shall be effective unless in writing and signed by the party claimed to be bound thereby.

GOVERNING LAW: This Agreement shall be governed by, and construed in accordance with, the laws of Victoria, Australia.

PPSA: The Lessee acknowledges that this Agreement constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 (Cth) ("PPSA"). Sealed Air takes a security interest in all goods supplied to the Lessee under this Agreement and any proceeds and any accession that secures any money owing or payable by the Lessee to Sealed Air, securing the performance by the Lessee of its obligations under this Agreement. Sealed Air's security interest in the Equipment and any proceeds is a Purchase Money Security Interest (PMSI) under the PPSA. Sealed Air's security interest attaches to the Equipment when the Lessee obtains possession of the Equipment. The Lessee shall not create or cause to be created a security interest over, or in respect of its rights in, the goods other than the security interest arising under this Agreement. The Lessee consents to Sealed Air perfecting its interest in any goods provided by Sealed Air to the Lessee by registration under the PPSA and agreed to do anything reasonably requested by Sealed Air to enable it to do so including, but not limited to, executing all documents and promptly informing Sealed Air of any change of name or other details of the Lessee. The Lessee may not make any claim against Sealed Air in respect of any registration, even if it is determined that Sealed Air should not have registered a security interest.

To the extent permitted by law, the Lessee agrees to waive its rights under the PPSA to: (i) receive a copy of any verification statement; (ii) receive any notice that Sealed Air intends to sell the goods or to retain the goods on enforcement of the security interest granted under these terms; (iii) object to a proposal by Sealed Air to retain the goods in satisfaction of any obligation owed by Lessee to Sealed Air; (iv) receive a statement of account on sale of the goods; (v) retain the goods; and (vi) where any goods become an accession, to receive notice of removal of the accession and to apply to the court for an order concerning the removal of the accession. The Lessee agrees that section 127 of the PPSA will not apply and the Lessee will have no rights under such section.

The Lessee must not dispose or purport to dispose of, or create or permit to be created, any security interest in the Equipment or register a financing statement in relation to the Equipment other than with the express written consent of Sealed Air. The Lessee must not lease, hire, bail or give possession of the Equipment to anyone else unless Sealed Air (in its absolute discretion) first consents in writing. Any such sub-hire must be in writing in a form acceptable to Sealed Air and must be expressed to be subject to the rights of Sealed Air under this Agreement. The Lessee may not vary the sub-hire without the prior written consent of Sealed Air (which may be withheld in its absolute discretion).

The Lessee must ensure that Sealed Air is provided at all times with up to date information about the sub-hirer including the identity of the sub-hirer, the terms and state of accounts and payment under the sub-hire and the location and condition of the Equipment. The Lessee must take all steps including registration under the PPSA to ensure that the security interest arising under or in respect of the sub-hire is enforceable, perfected and otherwise effective under the PPSA.

To ensure performance of its obligations under this Agreement, the Lessee hereby gives Sealed Air an irrevocable power of attorney to do anything Sealed Air considers the Lessee should do under this Agreement with respect to the PPSA and Sealed Air may recover any costs (including registration costs) from the Lessee. Upon notice of such assignment, Lessee shall abide thereby and make any payments as directed in such notice