

TECH-RENTALS (MALAYSIA) SDN BHD (299853-K)
CONDITIONS OF RENTAL ("Conditions")

The Customer (which includes its employees, servants and agents) hereby agrees to rent from Tech-Rentals (Malaysia) Sdn Bhd ("TR") the equipment set out in the Rental Agreement which includes all items, articles, accessories, documents (including operating manuals) or such parts supplied with the Equipment ("**Rental Equipment**") upon these Conditions and any terms and conditions contained in the Rental Agreement (collectively referred to as the "**Rental Documents**"). The Customer agrees that the terms set out in the Rental Documents are binding upon the Customer and supersedes any other terms and conditions that are proffered by the Customer.

1 CASUAL RENTAL

- 1.1 The rental period shall be as set out in the Rental Agreement and commences on the rent start date set out in the Rental Agreement and continues until it terminates at 9:00 am on the first business day after the period nominated on the Rental Agreement ("**Term**"). A business day excludes Saturdays, Sundays and gazetted Public Holidays.
- 1.2 When the Rental Equipment is not returned at the end of the Term, rental charges shall continue to accrue at the same daily rate set out in the Rental Agreement until the business day on which the Rental Equipment is returned complete with all the accessories and undamaged.
- 1.3 The Term is the minimum period for which charges at the daily rate set out in the Rental Agreement apply.
- 1.4 A rental fee at the daily rental rate and subject to a minimum total charge set out in the Rental Agreement shall continue to be charged on the Customer until the Rental Equipment is returned complete with all the accessories and undamaged. Where the Rental Equipment or accessories are lost or equipment or accessories are damaged and the Rental Agreement ~~did~~ does not include damage waiver as set out under Clause 20 of these Conditions, the rental fee at the daily rate will continue to be charged and payable until the replacement Rental Equipment or accessory(ies) is/are purchased and delivered to TR and /or the damaged **Rental** Equipment or accessories are replaced or repaired to serviceable condition and returned to TR.
- 1.5 A minimum transaction charge of RM300 shall apply to the first invoice

- 1.6 The rental rate shown on the Rental Agreement does not include cost for preparation, packaging & freight charges, Goods and Services Tax (GST) or other rental tax or duty recovery charges which are shown separately on the invoice and which shall be borne entirely by the Customer.
 - 1.7 Rental Equipment returned before 9:00 am on any business day to the TR Office from which it was despatched will be deemed to have been received on the previous calendar day. Rental Equipment received after 9:00 am on any business day will be recorded as received on that business day.
 - 1.8 A **repositioning** fee will apply and be charged for Rental Equipment not returned to the TR office from which the equipment was shipped. For purposes of clarification, the TR office from which the Rental Equipment was shipped shall be as shown on the Rental Agreement.
- 2 RENTAL PURCHASE OPTION (RPO)**
- 2.1 The rental period and monthly rental fee shall be as specified in the Rental Agreement.
 - 2.2 The Customer shall pay the rental fee by calendar monthly instalments with the first instalment due and payable 14 days from the Rent Start Date as specified in the Rental Agreement. If the Rental Equipment is not returned (complete with all accessories and undamaged) by the calendar month date following the Rent Start Date, then a further monthly rental fee shall become due and payable. Rental shall continue to accrue daily and will be payable on each calendar month thereafter until the Equipment is returned.
 - 2.3 If the Customer at the end of the rental period specified in the Rental Agreement desires to purchase the Rental Equipment, the Customer must earlier than 2 months and no later than 1 month prior to the end of the rental period give written notice to TR that the Customer exercises the option to purchase the Rental Equipment. Upon receipt of the Customer's written exercise of its option to purchase the Rental Equipment, TR will advise the Customer of the purchase price for the Rental Equipment and if the Customer proceeds to purchase the Rental Equipment, the then General Terms and Conditions of Sale of TR shall apply to the sale of the Rental Equipment.
 - 2.4 If the Rental Equipment is returned to TR before the expiration of the

Term specified in the Rental Agreement the Customer agrees and undertakes that TR, may at its sole and unfettered discretion, increase the monthly rental fee to recover the full rental amount calculated for the original Rental Agreement for the period the Equipment was retained by the Customer and that increased rental fee may apply to the entire rental period the Equipment was with the Customer including for periods previously invoiced without any objection from the Customer.

3 DEBIT AUTHORITY

When the Customer has given a credit card or account debit authority, the Customer agrees and confirms that TR are hereby authorised to debit all fees and charges payable under this agreement to the Customer's card or account, whether owing now or in the future.

4 OTHER CHARGES

The Customer shall be responsible for the payment of all costs, taxes, charges, imposts and expenses which arise or are incurred by virtue of this rental including:

- 4.1 Any Stamp Duty or like or similar duty applicable to rental transactions or rental business.
- 4.2 Any Goods or Services Tax or taxes in the manner or nature of a Goods and Services Tax.
- 4.3 Any Value Added Tax or a tax in the manner or nature of a Value Added Tax.
- 4.4 Any Sales Tax or tax of a similar manner or nature.
- 4.5 Any Rental Tax or tax on rentals.
- 4.6 Any customs duties and tariffs.

If any of the above taxes or duties apply in the country of rental then such applicable tax and/or duty will be paid by the Customer in addition to the rental fee. In certain instances equipment may need to be sourced from outside of the country of rental. In those circumstances TR reserves the rights to adjust any rental fee if there is any adverse currency fluctuation between the country of rental and the country of source. The Customer agrees and irrevocably undertakes to indemnify TR in respect of any claims for such costs, charges, imposts and expenses applied or incurred.

5 PAYMENT

Payment due from Customer to TR shall be paid within fourteen (14) days from date of invoice unless otherwise stated in the Rental Agreement.

6 OVERDUE PAYMENTS

The Customer agrees and undertakes to pay late payment interest on any amount that is due and unpaid including any part balance thereof under this Rental Agreement, at the rate of 7% higher than

TECH-RENTALS (MALAYSIA) SDN BHD (299853-K)
CONDITIONS OF RENTAL ("Conditions")

the Central Bank of Malaysia's 90 day bill rate calculated daily until payment in full is received and the Rental Equipment has been returned. The Customer further agrees and undertakes to be liable for all additional costs TR may incur, including legal (on a solicitor – client basis), administrative and collection costs incurred by TR to recover any unpaid amounts.

7 DELIVERY AND RETURN OF EQUIPMENT

Delivery of the Rental Equipment to the Customer shall take place at the premises as set forth in the Rental Agreement at the expense and risk of the Customer. Return of the Rental Equipment by the Customer is solely at the Customer's expense and risk, even if arranged by TR, and shall be made to the premises of TR from where the Rental Equipment was dispatched. The Customer agrees to not ship the Rental Equipment by post.

8 CUSTOMER'S COVENANTS

The Customer agrees with TR that:

- 8.1 it will not remove any sticker or other identification from the Rental Equipment giving notice of TR ownership of the Equipment;
- 8.2 it has no right, title, estate or interest in the Rental Equipment
- 8.3 the Customer shall not sell, transfer, assign, underlet, lend, charge, pledge or part with possession of the Rental Equipment;
- 8.4 purport to grant any encumbrance over or in connection with the Rental Equipment or otherwise purport to offer or use the Rental Equipment as security. For the purpose of these Conditions, encumbrance shall include but not be limited to any mortgage, lien, charge, bill of sale, option, title retention, pledge, claim, restriction, condition, overriding interest, or other encumbrance
- 8.5 the Customer shall at all times keep the Rental Equipment at the delivery address specified in the Rental Agreement unless prior written permission has been obtained from TR to relocate the Rental Equipment elsewhere;
- 8.6 the Customer shall use the Rental Equipment in a careful and proper manner and not interfere or tamper with or let any other unauthorised third party do so;
- 8.7 the Customer shall notify TR immediately if any judgement or order is levied against the Customer or property of the Customer or if a petition is presented for the liquidation of the Customer or an Administrator or Receiver is appointed or a scheme of arrangement is proposed;

- 8.8 the Customer shall permit TR its agents or servants to enter the premises where Rental Equipment is located at all reasonable times in order to inspect the Equipment or carry out repairs to the Equipment;
- 8.9 the Customer requires and will utilise the Rental Equipment for its business purposes;
- 8.10 the Customer shall keep the Rental Equipment in a safe and proper location;
- 8.11 the Customer shall not alter modify or repair the Rental Equipment without the prior written consent from TR;
- 8.12 the Rental Equipment shall at all times, whilst in the care, custody or control of the Customer, be at the risk of the Customer;
- 8.13 The Customer accepts full responsibility for all Rental Equipment rented, including its use in accordance with any manufacturer or TR operating instructions provided or Government Regulations. Where the Customer is using communications frequencies that are licensed or arranged by TR these frequencies are for use only on the dates, at the places and during the times expressed on the Rental Agreement. Use of the frequencies outside the dates, places and times indicated may result in fines from relevant licensing authorities which are all payable solely by the Customer;
- 8.14 The Customer shall comply with all State, Territory and Federal Laws in respect of the Rental Equipment; and
- 8.15 The Rental Equipment will not have any information contained in or associated with it which would, if received by TR or any other person, be in breach of State, Territory or Federal privacy laws when it has been returned.
- 8.16 Notwithstanding any other provisions of the Rental Documents, the parties agree that the Customer is fully liable to TR for any loss, including loss of the Rental Equipment, where that loss has arisen as a direct or indirect result of the Customer 'on-hiring'

9 WARRANTY

TR warrants that the Rental Equipment is of merchantable quality. Other than expressly provided for in the Rental Document the Customer acknowledges that it has not relied upon any statement or representation by TR in respect of the Rental Equipment or the use of the Rental Equipment by the Customer irrespective of whether or not the Customer's purpose for the use of the Equipment is known or has been disclosed to TR and the Customer

further agrees and acknowledges that under no circumstances whatsoever shall TR be held responsible or liable for any failure or unsuitability of the Rental Equipment to perform the purpose required by the Customer.

10 MAINTENANCE

TR shall at its expense, if and when it deems necessary at its sole discretion, provide maintenance and recalibration for the Rental Equipment and shall use its best endeavours to expeditiously repair or replace the Rental Equipment which may become defective during the Term through no fault of the Customer. If the Rental Equipment does not operate properly the Customer shall notify TR and request instructions before taking any action. The responsibility for advising TR of any need for recalibration rests solely with the Customer. TR may at its sole and absolute discretion and for such length of time as it deems expedient replace the Rental Equipment with another of such type or model as shall for the time being be available and the Rental Equipment so substituted shall similarly be subject to these Conditions.

11 EARLY CESSATION

- 11.1 Notwithstanding the Term, TR expressly reserves to itself the right to require the early determination of the Term which may be exercised on demand and at the absolute discretion of TR. If TR so exercises the right to early determination the Customer shall within seven (7) days from the receipt of notification by TR return the Rental Equipment to TR. In such an event, the applicable rental fee shall be adjusted accordingly and be payable at the daily rate on the Rental Agreement for the period between the Rent Start Date and the date the Rental Equipment, complete with accessories and undamaged, is returned to TR. In the event the Customer returns
- 11.2 In the event the Customer returns the Rental Equipment before the expiry of the Term, the Customer shall be liable to pay for the balance of the Term remaining.

12 SAFEKEEPING

The Customer is responsible for the safekeeping of the Rental Equipment and shall fully be responsible for the risk of any loss, theft, damage or destruction of Rental Equipment and if the Equipment shall require repair, recalibration or replacement as a result of the Customer's use, the Customer shall likewise be fully responsible for the total cost of any such repair, recalibration or replacement including any freight charges there occasioned. Any repairs carried out by TR will be charged at TR's normal hourly rates.

TECH-RENTALS (MALAYSIA) SDN BHD (299853-K)
CONDITIONS OF RENTAL ("Conditions")

The Customer shall pay to TR the total new replacement cost as assessed by TR for Rental Equipment which is lost, stolen, destroyed or damaged beyond repair. The Customer shall pay to TR a reasonable calibration and refurbishing fee in the event that ownership labels, calibration seals or anti-tamper notices affixed to Equipment are removed or defaced. Any item, article, accessory, document or items supplied in conjunction with the Equipment (including operation manuals) not returned or are returned in damaged condition to TR upon cessation of the Term shall be paid for by the Customer with a fee determined by TR being charged to the account of the Customer. In respect of damage or loss of Rental Equipment, or failure to return all of the Rental Equipment (including all accessories), the Term shall continue, and the Customer shall continue to pay rental until the Rental Equipment has been repaired and returned (including all accessories) to TR, or the replacement cost of new Rental Equipment or accessories has been paid by the Customer. The Customer agrees and irrevocable underakes to indemnify TR for all loss or damage suffered as a consequence of such damage or loss to, or failure to return by the Customer, the Rental Equipment and accessories.

13 CUSTOMER DEFAULT, TERMINATION & REPOSSESSION

- 13.1 If the Customer is in breach of the Rental Agreement, TR shall be entitled to treat the Rental Document as breached and repudiated by the Customer and with or without notice accept the repudiation and terminate the Rental Agreement whereupon the Customer shall immediately, at its own cost and expense, return the Rental Equipment to TR failing which TR may repossess the Rental Equipment and charge the Customer for all of its costs and expenses incurred in doing so. PROVIDED AT ALL times, any such termination shall not prejudice any right to recover any unpaid rental and the rights and obligations under clause 12 above. In addition and not in derogation to the terms contained herein. TR shall also be entitled to recover all damages including any consequential damages incurred.
- 13.2 Where the Rental Documents are terminated pursuant to clause 13.1 above, the Customer consents to TR, its servants and/or agents entering its premises, or any other premises where the Rental Equipment is located, using such force as is necessary to repossess the Rental Equipment. The Customer shall provide TR with all reasonable assistance in order to locate and collect the Rental

Equipment. If the Rental Equipment is not available for collection at the nominated time and or place the Customer shall be liable for any additional costs TR shall incur. Customer agrees that TR will not be liable for any damage to property belonging to Customer or any third party caused by TR, its servants and/or agents in collecting or repossessing the Rental Equipment

14 INDEMNITY

The Customer agrees to indemnify TR and be responsible for all costs, liabilities, damages, losses, claims, charges and other liabilities incurred by TR as a result of the Customer's breach of the Rental Documents or as a result of TR enforcement of the Rental Documents in connection with or arising out of or in any way connected with the use of the TR, its servants and/or agents Equipment.

15 SEPARATE ITEMS OF EQUIPMENT

Where more than one item of Rental Equipment is supplied under the Rental Documents, in interpreting the Rental Documents, the singular shall be read as the plural where appropriate and the rental shall be apportioned to each item of Rental Equipment as set forth in the Rental Agreement and these Conditions herein set forth shall apply separately to each individual item of Rental Equipment as though each item of Rental Equipment was subject to separate Rental Agreement.

16 LIABILITY

- 16.1 Subject to clause 9 above and to the maximum extent permitted by law, TR makes no warranties or representation and the Customer releases TR from all liability for any losses, claims, damages or injury suffered in connection with the supply of the Rental Equipment.
- 16.2 TR's liability to the Customer in respect of any non-excludable warranty or condition shall be limited to the maximum extent possible to:

in the case of the Rental Equipment supplied by TR, either of the following (as TR may in its sole discretion decides):

- (a) the replacement of the Rental Equipment or the supply of equivalent Rental Equipment;
- (b) the repair of the Rental Equipment;
- (c) the payment of the cost of replacing the Rental Equipment or of acquiring equivalent Rental Equipment; or
- (d) the payment of the cost of having the Rental Equipment repaired; and

in the case of any services provided by TR, either of the following (as TR may in its sole discretion decide):

- (e) the supply of the services again; or
- (f) the payment of having the services supplied again.

- 16.3 Subject to clause 9 above, all express and implied warranties, guarantees and conditions under statute, general law or trade usage, as to merchantability, description, quality, suitability or fitness of the Equipment for any purpose, or as to design, assembly, installation, materials, workmanship or otherwise are expressly excluded.
- 16.4 Subject to any non-excludable warranty or condition and to the maximum extent permitted by law, TR maximum aggregate liability for all claims relating to the Rental Documents or their subject matter, whether in contract, tort (including negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis, is limited to an amount equal to the rental fees paid by the Customer under the Rental Documents.
- 16.5 TR shall not be liable to the Customer in any circumstances for indirect, economic or consequential loss suffered by the Customer

17 PROPERTY

Subject to this paragraph, title in the property in the Rental Equipment shall not pass to the Customer. Where the Customer has selected a rent to purchase option, title in the Rental Equipment shall not pass to the Customer until and unless all monies owing including rental and purchase price have been received by TR and the payments received shall be applied first in reduction of any outstanding rental and interest and second on account of the purchase price.

18 INTELLECTUAL PROPERTY RIGHTS

All rights pertaining to industrial or intellectual property including but not limited to copyrights, patents and trademarks are expressly reserved. The Customer shall not make any copies or authorise any copying of anything supplied such as software programs and operating manuals except with the prior written authority of TR and the owner/licensor and in accordance with the license terms as applicable. All copies must be delivered up with the Rental Equipment.

19 CONSUMABLES

TR is entitled to separately charge for consumables including but not limited to

TECH-RENTALS (MALAYSIA) SDN BHD (299853-K)
CONDITIONS OF RENTAL (“Conditions”)

pens, paper, toner cartridges, drum developer, fuser, ink jet cartridges and ribbons supplied by TR for the operation of the Rental Equipment.

20 DAMAGE WAIVER

- 20.1 TR has available and may offer at its discretion an optional rental equipment damage waiver facility (“**Waiver**”) for certain items of equipment. The Waiver limits the Customer’s liability for SOME loss and damage to the Rental Equipment.
- 20.2 The Waiver is not available for, and the Customer will be entirely responsible for, the return of all accessories and manuals in good order and condition.
- 20.3 If the Customer seeks the Waiver and it is available, the rental rate will be increased by a fee (“**Waiver Fee**”).
- 20.4 If the Waiver Fee has been paid by the Customer, TR waives its rights against the Customer for loss and damage to the Rental Equipment if:
- (a) the Customer notifies TR of the loss or damage within 2 business days;
 - (b) the Customer pays to TR an amount calculated by multiplying the daily rental rate by 30 (“**Waiver Excess**”) within 14 days of the date of invoice;
 - (c) the loss or damage is not due to a circumstances set out in clause 20.5.
- 20.5 The Waiver does not cover loss or damage to the Rental Equipment in the following circumstances:
- (a) the theft of the Rental Equipment; or
 - (b) misuse or use contrary to TR’s or the manufacturer’s instructions; or
 - (c) malice or any deliberate act; or
 - (d) negligent acts or omissions or want of care; or
 - (e) an act or omission by any person who is not the Customer or in the Customer’s direct employ; or
 - (f) damage by any cause at or from a place which has not been approved as a rental location;
 - (g) the Customer breaches any item or condition of the Rental Documents; or
 - (h) is caused by vandalism;
 - (i) is caused by the overloading of the Rental Equipment.
- 20.6 The Waiver option does not apply to any item comprising the Rental Equipment which is noted as being excluded on the accessory list provided with the Rental Equipment. The cost for repair or

replacement of these items of the Rental Equipment will be invoiced to and payable by the Customer.

21 SUNDRY

- 21.1 The Rental Agreement constitutes the entire agreement between TR and Customer with respect to the Rental Equipment and shall not be amended except in writing by TR. The Rental Documents shall be governed in all respects by the laws of Malaysia and the jurisdiction of Courts of Malaysia shall apply to any dispute arising out of the Rental Documents. To the extent of any inconsistency between the Rental Agreement and these Conditions the Rental Agreement prevails.
- 21.2 TR may amend the Conditions by providing written notice to the Customer and the amended Conditions are deemed to be accepted by the Customer if the Customer continues to use the Equipment after receipt of the amended Conditions.