

# Terms & Conditions of Agreement

1. **Equipment:** The Lessee agreed to rent the equipment as listed herein this Agreement ("List of Equipment").
2. **Rental Period:** The rental period shall include the day the equipment is collected and ends on the day the equipment is returned.
3. **Delivery and installation:** During collection of equipment Lessee have checked and acknowledged the receipt of the Equipment in good order and condition.
4. **Rent Charge and Payment:** The Lessee agreed to pay the Lessor rental charges in advance before commencement of the rent and/or before collection of equipment.
5. **Deposit:** The Lessee agreed to pay a security deposit which is fully refundable without interest upon the termination of this agreement and that Lessee complied with all provisions of this Agreement\*
6. **Title:** Title to the Equipment shall be and remained in the Lessor at all times during the term of the lease.
7. **Return of Equipment:** (i) Unless otherwise agreed by the parties, the Lessee shall return forthwith the Equipment to the Lessor at the expiry, or early determination, as the case may be, of this lease in its present condition. (ii) If the Equipment is not returned upon the expiry, or the early termination of this lease, the Lessee shall be liable to pay 1.5 time of the rate chargeable each day until the date the Equipment is returned to the Lessor as liquidated damages without prejudice to any other rights of the Lesser herein.
8. **Early Termination:** (i) The Lessor is entitled to terminate this lease at any time with reasonable notice serve on the Lessee in which event the Lessor shall be entitled to remove the Equipment without further notice. (ii) If the Lessee is in default of any provision of this Agreement, the Lessor is entitled to terminate this Agreement forthwith in which event the Lessor, without prejudice to its rights to claim for any damages arising from the default on the part of the Lessee, entitled to remove the Equipment from the Lessee.
9. **Use of Equipment:** The Lessee agrees to use the Equipment only for the lawful purpose and agreed by the Lessor.
10. **Insurance:** The Lessee shall at all times during the period of the lease at its expense keep the Equipment in good working condition and order and insure the Equipment for such risks as Lessor may require. In the event of damage or losses to the Equipment for whatever reasons, the Lessee shall compensate the Lessor a sum equals to the replacement value to the Lessor.
11. **Maintenance:** The Lessee agrees at its own expense to keep the Equipment in good working condition during the term of the lease.
12. **Inspection:** The Lessor shall have the right to inspect the Equipment at any time during the lease by giving reasonable notice to the Lessee.
13. **Not to assign:** This agreement is personal between the parties hereto and the Lessee shall not assign, sublet, share part or transfer the Equipment or any part thereof or any interest therein nor permit of suffer any arrangement or transaction whereby any person who is not a party to this Agreement obtains the use, possession or enjoyment of the Equipment or any

part thereof irrespective of whether any rental or other consideration is given therefor.

14. **No Waiver or acquiescence:** No delay or omission to exercise any right, power or remedy accruing to the Lessor on any breach or default by the Lessee under the lease shall impair any such right, power, or remedy of Lessor, nor shall it be construed to be a waiver of any such breach or default or acquiescence therein.
15. **Indemnify:** The Lessee shall indemnify the Lessor against, and hold the Lessor harmless from all claims, actions, proceedings, cost, damages, and liabilities including legal costs arising out or connected with or resulting from the lease or the leased Equipment.
16. **Governing Law:** This Agreement shall be governed by and interpreted in accordance with and is executed pursuant to the laws of Malaysia.
17. **No Warranties:** The Lessor makes no warranties, express or implied, as to the equipment leased, and assumes no responsibility for its condition and suitability for the business of the Lessee.