

TERMS AND CONDITIONS FOR ENERGY AUDIT EQUIPMENT RENTAL QUOTATION

- 1.0 Rental period has to be confirmed before signing the rental contract. COMPANY STAMP is required for endorsement of the Rental Contract.
- 2.0 All rates quoted do not include withholding tax or any other related tax.
- 3.0 Rental period will be effective immediately after the equipment leave Pusat Tenaga Malaysia (PTM) premise and until the equipment are returned to PTM premises.
- 4.0 Equipment delivery is optional. Equipment could be despatched either by customers or PTM transport, however the delivery cost shall be the responsibility of the customers.
- 5.0 All rentals are subjected to terms and conditions as stated in rental contract.

ENERGY AUDIT EQUIPMENT RENTAL TERMS AND CONDITIONS

THIS ENERGY EQUIPMENT LEASE (“Lease”) is entered into by and between **Pusat Tenaga Malaysia** (“Lessor”), whose address is **Level 8, SAPURA@MINES, No. 7 Jalan Tasik, The Mines Resort City, 43300 Seri Kembangan, Selangor D.E** and ABCDEXYZ and effective on the date set in the “RENTAL APPLICATION FORM”.

Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain tangible personal property at certain terms and condition as specified in this document.

IT IS AGREED:

Lessor hereby leases to Lessee, and Lessee hereby from Lessor, on the terms and conditions as specified in this document for the equipment described in the RENTAL APPLICATION FORM.

All equipment rents from LESSOR shall be based upon the following terms and conditions;

- 1.0 **RENTAL PERIOD:** The normal rental period is one (1) month commencing from the rental date shown in the ‘Rental Application Form’ and expiring at 12:00 noon one month after the start date. If the expiry date falls on the a non-working day, then the rental period will expire at 12:00 noon on the earliest preceding working day. Working day excludes Saturday, Sunday and any Public Holiday.
- 2.0 **RENTAL:** LESSEE shall pay rental fees when the equipment is returned. If the equipment are returned earlier than delivery date, NO rebate will be given to the customer. In the event that the customers returns the equipment after the date agreed in the Clause 1, penalty fee would be charged on a daily basis until equipment are returned.
- 3.0 **DELIVERY AND RETURN OF THE EQUIPMENT :** Delivery of the equipment to LESSEE shall take place at LESSOR premise and return by LESSEE shall be at the same premise. Despatch of the equipment are optional, either by LESSEE’s transport or by LESSOR’s transport. However, the LESSEE shall pay the cost of delivery.

- 4.0 **LESSEE'S COVENANTS** : LESSEE agrees with LESSOR that :
- i. The Equipment shall remain the property of LESSOR and the LESSEE is only a renting of the equipment on the terms and conditions stated in this agreement.
 - ii. LESSEE shall not sell, charge, pledge or part with possession of equipment.
 - iii. LESSEE shall keep equipment at the address specified unless written permission has been obtained from LESSOR to relocate the equipment elsewhere.
 - iv. LESSEE shall use the equipment in a careful and proper manner and not interfere or tamper with or let anyone else do so
 - v. LESSEE shall permit LESSOR staff to enter the premises where the equipment is located or used at all reasonable times in order to inspect or repair the equipment.
 - vi. LESSEE shall utilise the equipment for its business purposes only.
 - vii. LESSEE shall not alter the equipment without written permission from LESSOR.
- 5.0 **WARRANTY**: LESSOR warrants that each item of equipment hired is fit and in good working order for the purpose it was designed. LESSOR will not be responsible for any other measurement that cannot be performed as required by the equipment.
- 6.0 **MAINTENANCE**: Each equipment will follow its maintenance and calibration schedule and procedure prepared by LESSOR. In the event that the equipment does not operate properly, customer shall notify LESSOR and request instructions before taking remedial action. LESSOR will replace the equipment that failed to operate during the rental period.
- 7.0 **SAFEKEEPING**: LESSEE is responsible for the safekeeping of the equipment and shall bear the risk of any lost, theft, damage or destruction of equipment. In the event that equipment shall require repair or calibration as a result of LESSEE negligence, misuse or abuse, customer shall be responsible for all cost of any such repair or calibration including any freight charges there on. LESSEE shall pay LESSOR the replacement cost in the event that the equipment was assessed to be lost, destroyed or damaged beyond repair. LESSEE shall continue in all respects to be fully responsible if the loss or damage was directly or indirectly the result of :
- i. Misuse or use contrary to instruction
 - ii. Malice or any deliberate act
 - iii. Negligence
 - iv. An act of omission by any person who is not the LESSEE or in the LESSEE direct employment.
 - v. Loss or damage by any cause at or from a place which has not been approved as a rental location.
 - vi. Thefts by LESSEE or its servants or while the goods are not within the physical and legal control of the insured.
 - vii. LESSEE is in breach of any terms or conditions of this Rental Agreement.
 - viii. LESSEE fails to fully co-operate with the police and LESSOR in relation to recovery of lost equipment.
- 8.0 **LESSEE DEFAULT**: If LESSEE is in breach of this contract then LESSOR shall be entitled with or without notice to terminate this agreement whereupon the LESSEE shall immediately return the equipment to LESSOR. Any such termination shall not affect the right of LESSOR to recover any unpaid rental.
- 9.0 **SUNDRY**: These terms and conditions constitute the entire contract agreed between LESSOR and the customer with respect to the equipment and shall not be amended except in writing by PTM. The customer acknowledges and agrees that all other warranties or suitability of the equipment for any particular use or purpose whether implied or statutory are hereby excluded.



I hereby declare that I understand the rules as stated above and will abide with all terms and conditions governing the use and rental rates of the equipment, as listed in Attachment 1.

Customers

Pusat Tenaga Malaysia

Signature

Signature

Name/Designation

Name/Designation

Company Stamp

Company Stamp

Date : D__M__Y____

Date : D__M__Y____