

## CONDITIONS OF RENTAL – MALAYSIA

The Customer (which for the purpose of this Rental Agreement includes its employees, servants and agents) hereby rents from the applicable Tech-Rentals Group Company ("Tech-Rentals") the Equipment as referred to in the Rental Agreement which includes all items, articles, accessories, documents (including operating manuals) or things supplied with Equipment upon the following terms and conditions.

### 1. CASUAL RENTAL

- 1.1 The rental period commences on the rent start date shown on 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. A business day excludes Saturdays, Sundays and Public Holidays.
- 1.2 When the equipment is not returned at the end of the rental period specified in the rental agreement, then rental charges will continue to accrue at the same daily rate set out in the rental agreement until the business day on which the equipment is returned complete with all the accessories and undamaged.
- 1.3 The rental period set out in the rental agreement is the minimum 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 will continue to be charged until the equipment is returned complete with all the accessories and undamaged. Where equipment or accessories are lost or equipment or accessories are damaged and the rental agreement did not include damage waiver under clause 20 of these terms and conditions, the rental fee at the daily rate will continue to be charged and payable until replacement equipment or accessory(ies) is/are purchased and delivered to Tech-Rentals and/or damaged equipment or accessories are replaced or repaired to serviceable condition and returned to Tech-Rentals.
- 1.5 A minimum transaction charge of RM300 will apply to the first invoice.

- 1.6 The rental rate shown on the rental agreement does not include preparation, packaging & freight charges, GST or other rental tax or duty recovery charges which are shown separately on the invoice.
- 1.7 Equipment returned before 9:00 am on any business day to the Tech-Rentals Office from which it was despatched will be deemed to have been received on the previous calendar day. Equipment received after 9:00 am on any business day will be recorded as received on that business day.
- 1.8 A reposition fee will apply and be charged for assets not returned to the Tech-Rentals office from which the equipment was shipped. The office from which equipment was shipped is shown on the rental agreement.
- 1.9 The Customer acknowledges that at all times the property in and ownership of the Equipment remains with Tech-Rentals and the Customer will not remove any sticker or other identification from the Equipment giving notice of Tech-Rentals ownership of the Equipment.

### 2. RENTAL PURCHASE OPTION (RPO)

- 2.1 The rental period and monthly rental fee is 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. If the 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 date thereafter until the Equipment is returned. The Customer acknowledges that at all times the property in and ownership of the Equipment remains with Tech-Rentals and the Customer will not remove any sticker from the Equipment giving notice of Tech-Rentals ownership of the Equipment.
- 2.3 If the Customer at the end of the rental period specified in the Rental Agreement desires to purchase the 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 Tech-Rentals that the Customer exercises the option to purchase the Equipment. Upon receipt of the Customer's written exercise of its option to purchase the Equipment, Tech-Rentals will advise the Customer of the purchase price for the Equipment and if the Customer proceeds to purchase the Equipment, the then General Terms and Conditions of Sale of Tech-Rentals shall apply to the sale of the Equipment.
- 2.4 If the equipment is returned to Tech-Rentals before the expiration of the rental period specified in the Rental Agreement then Tech-Rentals, at its sole discretion, may 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.

### 3. DEBIT AUTHORITY

When the Customer has given a credit card or account debit authority, Tech-Rentals 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:

- Any Stamp Duty or like or similar duty applicable to rental transactions or rental business.
- Any Goods or Services Tax or taxes in the manner or nature of a Goods and Services Tax.
- Any Value Added Tax or a tax in the manner or nature of a Value Added Tax.
- Any Sales Tax or tax of a similar manner or nature.
- Any Rental Tax or tax on rentals.
- 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 Tech-Rentals 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 indemnifies Tech-Rentals in respect of any claims for such costs, charges, imposts and expenses applied or incurred.

### 5. PAYMENT

Payment terms are strictly fourteen (14) days from date of invoice unless otherwise stated in the Rental Agreement.

### 6. OVERDUE PAYMENTS

If any amount is due and unpaid, the Customer agrees to pay interest on the overdue amount at the rate of 1.5% per month until payment in full is received and the Equipment has been returned. The Customer is liable for all additional costs Tech-Rentals may incur, including legal, administrative and collection costs to recover unpaid amounts.

### 7. DELIVERY AND RETURN OF EQUIPMENT

Delivery of 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 Equipment by the Customer is solely at the Customer's expense and risk, even if arranged by Tech-Rentals, and shall be to the premises of Tech-Rentals from where the Equipment was despatched. The Customer agrees not to ship the Equipment by post.

### 8. CUSTOMER'S COVENANTS

The Customer agrees with Tech-Rentals that:

- The Equipment shall remain the property of Tech-Rentals and the Customer is only a bailee of the Equipment on the terms and conditions set out in this Rental Agreement;

- The Customer shall not sell, charge, pledge or part with possession of the Equipment;
- The Customer shall keep the Equipment at the delivery address specified in the Rental Agreement unless prior written permission has been obtained from Tech-Rentals to relocate the Equipment elsewhere;
- The Customer shall use the Equipment in a careful and proper manner and not interfere or tamper with or let anyone else do so;
- The Customer shall notify Tech-Rentals 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;
- The Customer shall permit Tech-Rentals its agents or servants to enter the premises where Equipment is located at all reasonable times in order to inspect the Equipment or carry out repairs to the Equipment;
- The Customer requires and will utilise the Equipment for its business purposes;
- The Customer shall keep the Equipment in a safe and proper location;
- The Customer shall not alter or modify the Equipment without the prior written consent from Tech-Rentals;
- The Equipment shall at all times, whilst in the care, custody or control of the Customer, be at the risk of the Customer;
- The Customer accepts full responsibility for all equipment rented, including its use in accordance with any operating instructions provided or Government Regulations. Where the Customer is using communications frequencies that are licensed or arranged by Tech-Rentals these frequencies are for use only on the dates, at the places and during the times expressed on this Rental Agreement. Use of the frequencies outside the dates, places and times indicated may result in fines from relevant licensing authority which are all payable by the Customer;
- The Customer will in respect of the Equipment comply with all laws of Malaysia and
- The Equipment when returned to Tech-Rentals will not have any information contained in or associated with it which would if received by Tech-Rentals or any other person be in breach of Malaysian laws.

### 9. WARRANTY

Tech-Rentals warrants that the Equipment rented is of merchantable quality. Customer acknowledges that it has not relied upon any statement or representation by Tech-Rentals in respect of the Equipment or the use of the Equipment by the Customer irrespective of whether or not the Customer's purpose for the use of the Equipment is known to Tech-Rentals the Customer acknowledges that under no circumstances is Tech-Rentals responsible or liable for any failure or unsuitability of the Equipment to perform the purpose required by the Customer.

### 10. MAINTENANCE

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

### 11. EARLY CESSATION

Notwithstanding the rental period Tech-Rentals expressly reserves to itself the right to require early cessation which may be exercised on demand and at the absolute discretion of Tech-Rentals. If Tech-Rentals so demands the Customer shall forthwith return Equipment to Tech-Rentals. The applicable rental fee shall be adjusted and payable at the daily rate on the rental agreement for the period between the Rent Start Date and the date the equipment, complete with accessories and undamaged, is returned to Tech-Rentals.

### 12. SAFEKEEPING

The Customer is responsible for the safekeeping of the Equipment and shall bear the risk of any loss, theft, damage or destruction of Equipment and if the Equipment shall require repair or recalibration or replacement as a result of the Customer's use of the Equipment the Customer shall bear the total cost of any such repair or recalibration or replacement including any freight charges there occasioned. Any repairs carried out by Tech-Rentals will be charged at our normal hourly rate. The Customer shall pay to Tech-Rentals the total new replacement cost as assessed by Tech-Rentals of the Equipment which is lost, stolen, destroyed or damaged beyond repair. The Customer shall pay to Tech-Rentals 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 thing supplied in conjunction with the Equipment (including operation manuals) not returned or are returned in damaged condition to Tech-Rentals upon cessation of the rental period shall be paid for by the Customer with a fee determined by Tech-Rentals being charged to the account of the Customer. In respect of damage or loss of Equipment, or failure to return all of the Equipment (including all accessories), the rental period shall continue, and the Customer shall continue to pay rental until the Equipment has been repaired and returned (including all accessories) to Tech-Rentals, or the replacement cost of new Equipment or accessories has been paid by the Customer. The Customer indemnifies Tech-Rentals for all loss or damage suffered as a consequence of such damage or loss to, or failure to return, the Equipment and accessories.

### 13. CUSTOMER DEFAULT, TERMINATION & REPOSSESSION

13.1 If the Customer is in breach of this Rental Agreement then Tech-Rentals shall be entitled to treat this Rental Agreement as breached and repudiated by the Customer and with or without notice accept the repudiation and terminate this Rental Agreement whereupon the Customer shall immediately, at its own cost and expense, return the Equipment to Tech-Rentals and failing such return Tech-Rentals may repossess the Equipment and charge the Customer for all of its costs and expenses incurred in doing so. Any such termination shall not prejudice any right to recover any unpaid rental and the rights and obligations under clause 12. Further Tech-Rentals shall be entitled to recover all damages including any consequential damages incurred.

13.2 Where the Rental Agreement is terminated under clause 13.1 the Customer consents to Tech-Rentals its servants and agents entering its premises, or any other premises where the Equipment is located, using such force as is necessary to repossess the Equipment. The Customer must provide Tech-Rentals with all reasonable assistance in order to locate and collect the Equipment. If the Equipment is not available for collection at the nominated time and/or place the Customer will be liable for any additional costs Tech-Rentals incur. Tech-Rentals will not be liable for any damage to property caused by any person in collecting the Equipment.

### 14. INDEMNITY

The Customer agrees to indemnify Tech-Rentals and be responsible for all costs, charges and other liabilities incurred by Tech-Rentals as a result of the Customer's breach of any of these terms and conditions or as a result of Tech-Rental's enforcement of any of these terms and conditions or arising out of or in any way connected with the use of the Equipment.

### 15. SEPARATE ITEMS OF EQUIPMENT

Where more than one item of Equipment is supplied under this Rental Agreement, in interpreting this Rental Agreement, the singular shall be read as the plural where appropriate and the rental shall be apportioned to each item of Equipment as set forth in the Rental

Agreement and the conditions herein set forth shall apply separately to each individual item of Equipment as though each item of Equipment was subject to separate Agreement.

### 16. LIABILITY

16.1 If the Equipment does not function as warranted or in the event of any breach by Tech-Rentals of the Rental Agreement then to the extent permitted by law Tech-Rentals liability (if any) for any loss, damage or injury whatsoever shall be restricted to the amount of the rental for the duration of the rental rate period in which the breach occurs and Tech-Rentals shall not be liable for any item of so called consequential loss. If this Rental Agreement constitutes a supply of goods or services to a consumer, nothing in this Rental Agreement excludes, restricts or modifies any condition, warranty or other obligation in relation to this Rental Agreement and the goods or the services to be supplied, where to do so would be unlawful. In such case, Tech-Rentals' sole liability for breach of any such condition, warranty or other obligation, including consequential loss, shall be limited to:

- replacement of goods; or
  - supply of equivalent goods; or
  - refund of the invoiced value of the goods; or
  - the repair of the goods; or
- in relation to the services:
- the supply of the services again; or
  - the refund of the original fee.

16.2 If the Equipment is returned or repossessed, Tech-Rentals is not liable to the Customer for any consequential damage or other damage arising out of or by reason of any Customer data or information being contained in the Equipment.

16.3 Tech-Rentals will not be liable for any failure to deliver the Equipment or perform services under this Rental Agreement if the failure arises as a consequence of fire, embargo, strike, inability to secure materials or labour, or any other matters beyond the control of Tech-Rentals. In addition, Tech-Rentals will not be liable for any delay or failure to deliver by any freight company or delivery service to deliver the Equipment to the Customer or any consequential loss or damage arising in respect of delivery of the Equipment.

### 17. PROPERTY

The property in the Equipment remains with Tech-Rentals unless the Customer purchases the Equipment and the Customer is not in breach or in default of the Rental Agreement. The property in the Equipment shall not pass to the Customer until and unless all monies owing including rental and purchase price have been received by Tech-Rentals 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 Tech-Rentals and the owner/licensor and in accordance with the license terms as applicable. All copies must be delivered up with the Equipment.

### 19. CONSUMABLES

Tech-Rentals is entitled to separately charge for consumables including but not limited to pens, paper, toner cartridges, drum developer, fuser, ink jet cartridges and ribbons supplied by Tech-Rentals for the operation of the Equipment.

### 20. DAMAGE WAIVER

20.1 Tech-Rentals has available and may offer at its discretion an optional rental equipment damage waiver facility for certain items of Equipment. If the Customer seeks the waiver and it is available, the rental rate will be increased by a fee. This waiver does not cover theft or loss of the Equipment or damage to the Equipment caused by the negligence of the Customer or to any damage caused to the Equipment other than in the course of its proper use and provided further:

- the Customer notifies Tech-Rentals of the damage within 2 business days;
  - the Customer pays to Tech-Rentals an amount calculated by multiplying the daily rental rate by 30 together with the damage waiver fee within 14 days of date of invoice for this amount. or
  - the Customer pays to Tech-Rentals an amount equivalent to an undiscounted 1 month's rental fee and damage waiver fee within 14 days of date of invoice of this amount.
- 20.2 The waiver option does not apply and the Customer will continue in all respects to be fully responsible if the damage to Equipment was directly or indirectly the result of:
- Misuse or use contrary to instructions; or
  - Malice or any deliberate act; or
  - Negligence or want of care; or
  - An act or omission by any person who is not the Customer or in the Customer's direct employ; or
  - Damage by any cause at or from a place which has not been approved as a rental location.

20.3 The waiver option does not apply and the Customer will continue in all respects to be fully responsible if damage was directly or indirectly the result of:

- The Customer is in breach of any item or condition of the Rental Agreement; or
- The Customer fails to fully co-operate with the Police and Tech-Rentals in relation to any theft, loss or repairs to damaged Equipment; or
- The Equipment has a value, or its price, is in excess of RM100,000.

20.4 The waiver option does not apply and the Customer will continue in all respects to be fully responsible for the return of all accessories and manuals in good order and condition.

20.5 The waiver option does not apply to any item comprising the Equipment which is noted as being excluded on the accessory list provided with the Equipment. The cost for repair or replacement of these items of the Equipment will be invoiced to and payable by the Customer.

### 21. SERVICE

Any demand, notice, writ of summons or other originating process against the customer shall be deemed to be given if served on the customer by pre-paid ordinary mail accompanied by a certificate of posting or left at the address stated in this Agreement. Any such demand, notice, writ of summons or originating process sent by post shall be conclusively deemed to have been served on the customer within seventy-two hours (72) after the date of such posting despite any evidence to the contrary.

### 22. SUNDRY

These Terms and Conditions constitute the entire agreement between Tech-Rentals and Customer with respect to the Equipment and shall not be amended except in writing by Tech-Rentals. This Rental Agreement shall be governed by and interpreted in accordance with the law in operation within Malaysia.

Tech-Rentals Group Companies:

Tech-Rentals Pty Ltd  
Tech-Rentals (NZ) Ltd  
Tech-Rentals (Malaysia) Sdn Bhd  
TR Telecom Pty Ltd