

PRODUCT RENTAL AGREEMENT

AN AGREEMENT made on _____ between Fuijtek Sdn Bhd (Company No. 1475526-A), a company incorporated in Malaysia and having its business address at L2-10, Wisma BUB, 11, Lebuhan Bandar Utama, Bandar Utama, 47800 Petaling Jaya, Selangor (hereinafter referred to as "Company") of the one part and the party whose name and particulars are described in Section A of the Sales Order Form annexed hereto (hereinafter referred to as "Customer") of the other part;

WHEREAS

The Company agrees to install and rent to the Customer the Product as specified in Section E(i) of the Sales Order Form hereof at the Installation Address specified in Section A of the Sales Order Form (the "Site") subject to the terms and upon the conditions hereinafter set out.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

1.1 Unless there be something in the subject or context inconsistent therewith, the following terms in this Agreement, the Schedules and the Annexures hereto shall have the following meanings:-

Table with 2 columns: Term and Definition. Includes terms like 'Anti-Corruption Laws', 'Company', 'Customer', 'Date of Installation', etc.

1.2 In this Agreement, except where the context otherwise requires:-

- (a) words importing the singular only also include the plural and vice versa where the context requires;
(b) the headings and marginal notes of this Agreement shall not be deemed to be taken into consideration in the interpretation or construction thereof or of this Agreement;
(c) references to any agreement or contract are to that agreement or contract (as the case may be) as from time to time varied, amended, supplemented or replaced;
(d) references to any agreement or document herein shall be a reference to the same as from time to time varied in any manner whatsoever and any other agreements or documents from time to time executed supplemental or in addition thereto or in substitution thereof, unless the context otherwise requires;
(e) references to Clauses and Schedules are references to clauses and schedules of this Agreement;
(f) "Ringgit Malaysia" and "RM" shall be construed as references to the lawful currency for the time being of the country of Malaysia;
(g) "working day" shall mean any day between Monday and Saturday (both days inclusive) which is not a public holiday in the State of Selangor;
(h) "working hours" shall mean 8.30am to 5.30pm on Mondays to Fridays and 8.30am to 1.30pm on Saturdays;
(i) any period which would otherwise end on a day which is not a working day and any event that is to otherwise occur on a day which is not a working day, shall end or occur on the next working day, unless that day falls on the calendar month succeeding that in which it would otherwise have ended or occurred in which case it shall end or occur on the preceding working day.

1.3 The recitals, schedules and annexures hereto shall be taken to be read and construed as an essential part of this Agreement as if they were expressly incorporated and set out in the body of this Agreement.

2. AGREEMENT & COMMENCEMENT OF RENT

2.1 The Company hereby rents to the Customer and the Customer hereby expressly agree to rent the Product at the Rental and for the Rental Period subject to the terms and conditions hereinafter.
2.2 The renting of the Product shall commence on the Rental Date and shall continue up to the expiry of the Rental Period unless earlier terminated by either party in accordance with Clause 11 hereof.

3. RENTAL & CHARGES

3.1 The Customer hereby irrevocably authorizes the Company to debit the Customer's designated Payment Card as specified in Section E of the Sales Order Form for the payment of the Rental due on each month and all such other amount that is payable pursuant to this Agreement. The Customer hereby further authorizes the Company to debit an amount equivalent to the Rental prior to the Date of Installation which such amount shall either be treated as the Product's Rental for the final month of the Rental Period OR be offset against any outstanding Rental due to the Company by the Customer, as the case may be. For the avoidance of doubt, the Rental as stated in Section E of the Sales Order Form shall be debited from the designated payment card on the Rental Date until the expiry of the Rental Period or earlier determination of this Agreement.
3.1.4 The Company reserves the rights to revise the Rental from time to time should there is any substantial increase of the Company's operating costs ("Revised Rental"). The Company shall give the Customer adequate notice prior to the Revised Rental coming into effect ("Notice of Revised Rental"). Should the Customer not agree to the Revised Rental, the Customer may terminate this Agreement by sending the Company a notice as per Clause 16 below within 21 days from the date of the Notice of Revised Rental, failing which the Customer shall be deemed to have agreed to the Revised Rental.
3.2 The Customer hereby undertake to keep the Company informed of any changes to the Customer's Payment Card details. In the event that the Company is unable to debit Rental due under this Agreement from the Customer's designated Payment Card for whatsoever reason, the Company reserves the right to charge the Customer interest in respect of the late payment of any Rental due under this Agreement (as well as before judgment) at the rate of one point five percent (1.5%) per month from the date due thereafter until full repayment by the Customer. For such purpose, the Customer agrees that there may be repeated attempts by the Company in debiting the designated Payment Card to fulfill all such outstanding sums) as may be due by the Customer under this Agreement. The Customer also acknowledges and agrees that a sum of Ringgit Malaysia Fifty (RM50.00) Only shall be debited from the designated Payment Card by the Company in such instances as administrative charges.
3.3 In amplification and not in derogation of Clause 3.2 above, in the event the Company is unable to debit the Rental(s) from the Customer's designated Payment Card for two (2) months consecutively, the Company shall have the right to take any or all of the following actions (not necessarily in the order as set out hereunder):
(a) send a reminder(s) SMS to the Customer;
(b) send a reminder letter(s) to the Customer;
(c) suspend provision of Services (as defined in Clause 7.1 below);
(d) furnish the Customer's account to collection agencies;
(e) list the Customer with credit reporting agencies as defined in the Credit Reporting Agencies Act 2010 ("CRA"); and
(f) terminate this Agreement in accordance with Clause 11 hereunder whereby the provisions therein shall apply, which includes repossession of the Product, if applicable.
3.4 For the purpose of this Agreement, Rental Period multiply with the Rental shall be the full agreement price (hereinafter referred to as "Full Agreement Price").
3.5 A non-refundable order processing fee ("OPF") as stated in Section E of the Sales Order Form shall be charged on the Customer and shall not in any way be treated as payment of Rental on the Product.
3.6 The Customer hereby acknowledges that the invoice for the Rental(s) shall only be issued upon written request to the Company. Notwithstanding the aforesaid, the Customer agrees that the Company shall be entitled to charge the designated Payment Card for the Rental(s) without the prior issuing of any invoices.

3A. REFUND

3A.1 Save and except for the non-refundable order processing fee as stipulated in Clause 3.5 above, all advance monthly Rental and prepayment(s) towards this Agreement made by the Customer to the Company, if any, is refundable and shall be refunded by the Company to the Customer within thirty (30) days upon the happening of any of the following:
(a) the Customer cancels the order to rent the Product prior to the Installation of the Product by notice in writing to the Company; or
(b) the Customer did not pass the Company's credit checks conducted pursuant to Clause 15 below.

4. DELIVERY & INSTALLATION

4.1 The logistic and delivery of the physical possession of the Product to the Customer shall be undertaken by the Company's appointed vendor, agents and/or sub-contractor and no additional delivery cost will be charged towards the Customer.
4.2 Any stated delivery dates are approximate until and unless fixed by both the Company and the Customer. The Company shall not be liable for any losses, damages, penalties or expenses for failures to meet any delivery date.
4.3 The installation of the Product shall be carried out on a working day within working hours and includes the Installation Items. Notwithstanding the aforesaid, in the event the Customer requests for the installation to be carried out on a non-working day and/or outside of working hours and/or the installation requires items or work not within the purview of Installation Items (hereinafter referred to as "Out of Scope Work"), the Company may at its absolute discretion agree to such Out of Scope Work subject to the Customer's payment of additional fees and material costs as may be determined by the Company.
4.4 The Customer acknowledge and agree that the Company shall only install the Product after:
(a) all relevant payments are made by the Customer to the Company;
(b) the Company has conducted the necessary credit checks in accordance with Clause 15 below and has approved the Customer's credit standing and verified other information provided by the Customer; and
(c) the Company's representative has performed a site visit at the Installation Address.

5. OWNERSHIP & RISK

5.1 Subject to Clause 5.2 below, the Product shall at all times, remain the sole and exclusive property of the Company and the Customer shall have no right or interest in the Product except for the quiet possession and the right to use the Product upon the terms and conditions contained in this Agreement. Notwithstanding the foregoing, risk in the Product shall pass to the Customer on delivery of the Product to the Site.
5.2 Provided Always that there is no outstanding payment due to the Company by the Customer, the ownership of the Product shall automatically be transferred to the Customer upon expiry of the Rental Period.

6. CUSTOMER'S OBLIGATIONS

6.1 The Customer hereby agrees and covenants with the Company as follows:-
(a) to keep the Product in a proper, functional, and operationally safe state by adhering to the Product's operating manuals and maintenance guidelines;
(b) to take all reasonable and proper care of the Product and keep the same in good and serviceable condition (reasonable fair wear and tear excepted) and to notify the Company immediately of any loss of, or material damage to the Product and to indemnify the Company against loss of or damage to the Product howsoever caused;
(c) to use the Product for the purpose for which it is designed and manufactured for and not for any other purpose;
(d) not to make or cause to be made any alteration, amendment, modification or addition to the Product, particularly attachments and Internals, materials, nor to remove the labels on the Product without prior written consent from the Company;
(e) to assume all obligations and liabilities from the use, condition, storage and possession of the Product during the Rental Period in accordance with the terms of this Agreement except as otherwise set forth herein; and
(f) it shall not transfer, sublease, resell, rent or attempt to transfer, sublease, resell, rent the Product to any third party throughout the Rental Period.
7.1 The Company offers a total of 10 times interval servicing (hereinafter referred to as "Services") throughout the Rental Period. For the avoidance of doubt, the Services is only valid during the Rental Period and shall in no way be exchangeable for cash.
7.2 The warranty for the Product shall commence from the Date of Installation and shall expire upon the expiry of the Rental Period.
7.3 For Product found to be defective in terms of material or workmanship under normal use following the Company's operating manuals and maintenance guidelines within the warranty period, the Company shall make good or otherwise repair the Product so as to conform to its satisfactory quality within fourteen (14) days upon receipt of written notification by the Customer. The costs of such repair, exchange and/or replacement shall be borne solely by the Company.
7.4 For Product which warranty has expired, any request of service and maintenance of the Product is subject to a chargeable repair fee and transportation fee as may reasonably be imposed by the Company at its absolute discretion.
7.5 Any maintenance or repairs, including installation for proper functioning of the Product shall be exclusively performed by the Company during the term of this Agreement. For the avoidance of doubt, the company reserves the rights to impose additional charges for any maintenance and/or repairs which are beyond the scope of Service in this Agreement.
7.6 The warranty shall become void if (i) the Product has been tampered with, modified, abused, neglected, or improperly used; and/or (ii) the Product has been stolen, damaged and/or destroyed. The Company shall not be responsible for the use of the Product in combination with other goods not provided or authorised by the Company. The Customer shall be solely liable for any damage to the Product caused by the Customer's act or omission, including but not limited to improper use and/or lack of proper care for the Product.

7.7 The scope of Services for the Product shall be confined and limited to cleaning (with or without chemical) of the Product and provision of Installation Items, if necessary.

7.8 Notwithstanding anything to the contrary, the Customer hereby expressly acknowledges and agrees that the provision of the Services and warranty of the Product under this Clause 7 shall be subject to the Customer's due compliance with the terms of this Agreement.

8. LIABILITY

8.1 The Customer assumes all risks and liability of loss, theft or destruction of and damage to the Product from the Date of Installation.
8.2 In the event that damage has occurred to the Product, the Customer undertakes to notify the Company soonest possible by indicating the point of time, the extent of damage and to the extent possible, the cause of such damage.
8.3 Should the Product be lost and/or stolen, severely damaged and/or non-functional to the extent of beyond repair while in the possession of the Customer, the Customer is liable to pay the Total Loss Fee calculated as follows:-

Table with 2 columns: Total Loss Fee = (Full Agreement Price) - (Total Paid Rental)

8.4 Subject to Clause 5.2 above, the Product shall at all times remain the property of the Company, and the Customer shall have no right, title or interest in or to the Product (save the right to possession and use of the Product) subject to the terms and conditions of this Agreement.
8.5 Notwithstanding anything to the contrary, the Customer hereby expressly agrees that the Company, its agents and/or contractors shall not under any circumstances be liable for any loss of damage, be it property damage, personal injury or third party damage and/or injury, which may be suffered or incurred by the Customer while carrying out the installation and/or Services and/or Out of Scope Work pursuant to terms of this Agreement.

9. THE COMPANY'S REPRESENTATIONS

9.1 The Company represents and warrants as follows:-
(a) not to interfere with the Customer's quiet possession of the Product;
(b) it is the legal and beneficial owner of the Product and is also the owner of the intellectual property rights of the Product;
(c) it has full rights and power to enter into and perform the obligations under this Agreement;
(d) the Product shall substantially conform to its specifications, be satisfactory quality and fit for its purpose as held out by the Company; and
(e) all Services will be provided by qualified agents, representative and/or sub-contractor appointed by the Company, in a timely, reliable, professional and workmanlike manner and in accordance with applicable law.

10. RELOCATION OF PRODUCT

10.1 In the event that during the Rental Period the Customer wishes to have the Product relocated, the Customer shall notify the Company of his intended new installation address prior to the relocation. Any relocation shall be subject to the Company's prior written consent (which shall not be unreasonably withheld). Notwithstanding the foregoing, the Company has the absolute discretion to reject any request for relocation if the Customer intends to relocate the Product to addresses outside of Malaysia or an off-road area (areas without proper road infrastructure) or areas restricted by appropriate authorities, as may be determined by the Company.
10.2 All costs incurred for such relocation, including but not limited to the dismantling, transportation, labour charges, reinstallation, shall be absolutely borne by the Customer. The Customer further agrees to adhere to the Company's products warranty policy on relocation of the Product. Any Product relocation shall only be carried out by the Company's appointed vendor, agents and/or sub-contractor.
10.3 The Customer shall be responsible to pay for any damage to the Product incurred during the relocation and expressly agree that any damage occasioned thereto shall be excluded from the warranty provisions under Clause 7.

11. TERMINATION

11.1 The Company may forthwith terminate this Agreement in writing upon occurrence in any of the following events:-
(a) the Company is unable to debit the Rental(s) from the Customer's designated Payment Card for whatsoever reason;
(b) the Customer has defaulted in any of his/her obligations or breached any terms and conditions as stated in this Agreement;
(c) the Customer has defaulted in the payment of any amount due under this Agreement;
(d) in the event of death of the Customer or bankruptcy petition being presented against the Customer, or the Customer is unable to pay their debts as they fall due.
11.2 Upon termination pursuant to Clause 11.1 above or in the event that the Customer wishes to terminate this Agreement prior to the expiry of the Rental Period, the Customer shall be liable to pay to the Company a sum equivalent to the Rental(s) for the remainder term of this Agreement (or "Total Loss Fee") as "Agreed Liquidated Damages" without prejudice to any remedies of the Company arising therefrom and right of action of the Company in respect of any antecedent breach of any covenant or condition herein contained. For the avoidance of doubt, termination of this Agreement shall only crystallise upon the Company's receipt of such Agreed Liquidated Damages in full, failing which the Customer shall continue to be liable to pay the Rental(s) to the Company and the Company shall be entitled to continue to debit the Customer's designated Payment Card in accordance with Clause 3.1 above until the expiry of the Rental Period or earlier receipt of the Agreed Liquidated Damages in full. The date of the Company's receipt of such Agreed Liquidated Damages in full shall be the date of termination of this Agreement.
11.3 Upon termination of this Agreement pursuant to Clauses 11.1 or 11.2 above, the Company's consent to the Customer's possession of the Product shall not constitute an implied or express warranty of title. The Customer shall be deemed to have transferred possession of the Product (whereby the Customer shall be solely responsible for the costs of disconnection and transportation of the Product) and for this purpose the Customer hereby irrevocably agree to grant to the Company and/or its representatives) permission to enter any premises at which the Product is situated, and the Customer shall pay to the Company within fourteen (14) days thereafter, the Total Loss Fee, Agreed Liquidated Damages and/or other sums due but unpaid as at the date of termination. Notwithstanding the foregoing, the Company shall reserve its rights under this Agreement and be entitled to take necessary measures to recover the Rental(s), Total Loss Fee, Agreed Liquidated Damages and/or other sums due but unpaid, including but not limited to third party means, that is CTOs, collection agencies and legal proceedings, to which any legal costs incurred by the Company pursuant to such legal proceedings shall be a debt due to the Company by the Customer.

14. FORCE MAJEURE

14.1 Neither party shall be liable to the other in any way whatsoever for any acts of God, war, acts of war (whether war be declared or not), riot, strike, terrorism, lockout, industrial action, civil commotion, failure or default of power/utility services, fire, flood, drought, storm, epidemic, pandemic, act or order by the Government of Malaysia, compliance with any regulation, unavailability of materials and goods used in the Product or any event beyond the reasonable control of either party. Subject to the party so affected promptly notifying the other party in writing of the reasons for the delay (and the likely duration of the delay), the performance of such party's obligations shall be suspended until such time as the cause giving rise to such suspension shall no longer prevail.
13. INDEMNITY
13.1 The Customer shall indemnify the Company and its directors, shareholders, officers, employees, agents, affiliates, successors and assigns thereof, from and against all allegations, claims, demands, losses, damages, liabilities, actions, causes of action of any nature, including but not limited to personal injury, wrongful death or property damage arising out of or from the condition, possession, use and/or operation of the Product unless such act is attributable to willful intent or gross negligence on the part of the Company.
13.2 The Company shall, in no event, be liable for any loss or bodily injury or damage (including without limitation, loss of income, profits or goodwill), direct or indirect, consequential, exemplary, punitive, special or incidental damages and/or any person (including third parties) arising out of or relating to this Agreement, or the transaction in connection with or breach of contract, tort, negligence, or other form of action) and irrespective of whether the Company has been advised of the possibility of any such damage.
13.3 The Customer hereby agrees that the Company's liability with respect to this Agreement or anything done in connection herewith shall not exceed the Full Agreement Price.

14. ASSIGNMENT

14.1 The Customer may not assign its rights hereunder without prior written consent of the Company.
14.2 The Company may sell or assign either absolutely or by way of security any or all of the Company's rights under this Agreement to any third party, and the Customer agrees to do all things necessary to give effect to such sale or assignment.

15. PERSONAL DATA AND DATA PROTECTION

15.1 The Customer agrees to provide the Company with all personal data relating to the Customer (hereinafter referred to as "Personal Data") which is required for the performance of this Agreement. The Personal Data provided shall be used and processed in accordance with the Company's data privacy policy ("Privacy Notice") as outlined in www.artiq.com.my. The Privacy Notice forms an integral part of this Agreement.
15.2 The Company warrants that:
(a) it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments;
(b) it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, Personal Data to ensure its compliance with Personal Data Protection Act 2010 (PDPA 2010); and
(c) it shall notify the Customer immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Data.
15.3 The Customer acknowledges that the Customer has read and understood the Privacy Notice and agrees to the processing of the Customer's Personal Data as set out therein. The Company may use reasonable efforts to bring any significant changes to the Privacy Notice to the Customer's attention.
15.4 The Customer also consent and authorise the Company, at any time and from time to time to process (including access, obtain, verify and/or use) any data or information from any source (including credit reference agencies, credit reporting agencies as defined in the Credit Reporting Agencies Act 2010, Bank Negara Malaysia, any credit bureau and/or the Central Credit Reference Information System (CCRIS) and such relevant authorities) for the purposes of evaluating the Customer's credit standing and for the Company deems fit in connection with this Agreement. The Customer also consents to CTOs Data System Sdn Bhd, the Company's appointed CRA, to disclose his credit information to the Company for purposes of determining the Customer's credit standing. The Company is hereby authorised but is under no obligation to convey the Customer's consent and the purpose of such disclosure to the relevant credit reporting agencies).
16. NOTICES
16.1 Any notice to be given hereunder shall be in writing and may be delivered by hand or sent by prepaid registered post to the following address or to such other address as one party may notify in writing to the other party and shall be deemed to duly served:-
(a) If it is delivered by hand, at the time of delivery and duly acknowledged; or
(b) If it is sent by prepaid registered post, three (3) days after posting thereof.

To the Company:
Fuijtek Sdn Bhd
L2-10, Wisma BUB,
11, Lebuhan Bandar Utama, Bandar Utama,
47800 Petaling Jaya,
Selangor
Customer Care: 03-7717 3030

To the Customer:
Name and Correspondence Address as stated in Section A of the Sales Order Form hereof.

17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1 This Agreement shall be governed, construed and enforced in accordance with the laws of Malaysia.
17.2 If any dispute or difference shall arise between the parties to this Agreement from or in connection with this Agreement or its performance, construction or interpretation, the parties shall endeavour to resolve it by amicable agreement through negotiations conducted in good faith.
17.3 If the dispute or difference cannot be resolved within thirty (30) days from the date of arising of such dispute or such extended period as the parties may agree, the dispute or difference shall be referred to the courts in Malaysia having jurisdiction on the dispute.

18. ANTI-MONEY LAUNDERING

18.1 The Company shall and shall procure any other persons acting for or on its behalf to:
(a) comply with the Malaysian Anti-Corruption Commission Act 2009, Malaysian Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities 2001, and any other applicable anti-bribery, anticorruption and anti-money laundering laws, regulations, guidelines, codes of practices or notices applicable in Malaysia (hereinafter referred to as "Anti-Corruption Laws");
(b) refrain from taking any action that would result in a violation of any Anti-Corruption Laws; and
(c) not to (i) offer, promise, or authorise the payment of any money, including, without limitation, any facilitation payments; or (ii) offer, promise, or authorise the giving of anything of value; directly or indirectly to any person or government official under circumstances where it is known to be or highly probable perceived that such money or thing of value is to obtain or retain any business / advantage (regardless whether for itself or any other party) or influencing any act or decision of such government official which may result in a violation of its lawful duty.
19. MISCELLANEOUS
19.1 Time whenever mentioned shall be of the essence of this Agreement.
19.2 This Agreement shall survive to the benefit, and be binding upon each of the parties herein, its respective successors-in-title and permitted assigns.
19.3 This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions between the parties. In the event of any dispute(s) and/or discrepancy arising between the parties, the contents of this Agreement shall prevail. Except as otherwise specifically set forth herein, this Agreement shall not be varied or amended except in writing signed by both parties.
19.4 If any provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable according to its terms.
19.5 Any agreement given by the Company shall not constitute a waiver or prejudice the Company's rights herein contained.
19.6 The Customer shall promptly notify the Company in writing of any change to the Customer's details in Section A and Section B. The Company shall not be responsible for any loss or damages suffered by the Customer attributable to the Customer's failure or delay in complying with the foregoing.
19.7 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
19.8 Electronic signature should be given the same legal force as a handwritten signature and will constitute an original for all purposes.
19.9 Nothing in this Agreement constitutes a relationship of principal and agent or partnership between the Company and the Customer or any of its affiliates, employees, agents or subcontractors.
19.10 Each party shall bear its own respective legal fees, costs and other incidental expenses incurred in the preparation and execution of this Agreement.
19.11 The Customer agrees that he shall provide all such additional supporting information and documents to the Company as may be reasonably required to give full force and effect to the terms and conditions of this Agreement.

[End of clauses]

SIGNED BY THE CUSTOMER Corporate Signature & Stamp

Terms & Conditions ABOVE ARE AGREED Terms & Conditions ABOVE ARE AGREED
Name: Company Name:
NRIC No.: Date:
Date: Date: