

EQUIPMENT RENTAL AGREEMENT TERMS & CONDITIONS

Please read carefully. You are liable for our equipment from time it leaves our facility until the time they are returned to us.

THIS EQUIPMENT RENTAL AGREEMENT (this "Agreement") must be signed by the Lessee and is to remain on file at RENTATENT LLP, for a period of one calendar year. Upon acceptance of the delivery the agreement goes into effect for the rental terms as defined in the Sales Invoice. Throughout this Agreement, the words "We," "Us", and "Our" refers to the undersigned lessor, and the words "You" and "Your" refer to the undersigned lessee.

The undersigned parties agree as follows:

1. **INDEMNITY.** Lessee/Renter ("You") agree to defend, indemnify, and hold RENTATENT LLP, our agents, employees, assignees, suppliers, sub-lessors and sub-renters ("Us" or "We") harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expenses and compensation whatsoever including court costs and attorneys' fees ("Claims"), in any way arising from, or in connection with the Equipment rented/leased under this Agreement ("Equipment"), including, without limitation, as a result of its use, maintenance, or possession, irrespective of the cause of the Claim, except in the case of our sole negligence or willful act, from the time the Equipment leaves our place of business when you rent it until the Equipment is returned to us during normal business hours and we sign a written receipt for it.
2. **RENTAL.** We hereby rent to You, and You hereby rent from Us, the equipment described in the Sales Invoice attached hereto (the "Equipment") upon the terms and conditions set forth herein.
3. **TERM.** This Agreement shall commence and continue for the term set forth in Sales Invoice attached hereto. This Agreement is not terminable by You and will otherwise terminate only as set forth herein. If You fail to return the Equipment in accordance with the terms hereof after the termination of this Agreement, We have the option, without notice to You, to extend the term of this Agreement on a daily basis through the end of the calendar month during which the Equipment is returned to Us.
4. **RENT.** You shall pay such deposit and rent, in such amounts and manner, and at such times, as are set forth in Sale Invoice attached hereto. ALL PAYMENTS HEREUNDER SHALL BE PAID UNCONDITIONALLY, WITHOUT ABATEMENT, AND FREE AND CLEAR OF ALL CLAIMS, DEMANDS, OR SET-OFFS AGAINST US, HOWEVER ARISING, AND YOUR ONLY RECOURSE AGAINST US SHALL BE BY SEPARATE ACTION.
5. **DELIVERY OF EQUIPMENT.** We shall ship the Equipment upon receiving from You
 - a. copy of this Agreement fully executed by You, and
 - b. payment of the deposit and rent.

Upon delivery of the Equipment to the You, You shall notify Us, in writing, of any items of Equipment rejected due to a nonconformity or defect, which notice shall include a specific description of such nonconformity or defect. If You have not furnished Us with written notification of rejection due to nonconformity or defect within ONE (1) hour after delivery of Equipment, You shall be deemed to have accepted the Equipment for rent hereunder and as being in good working order.

6. **RENTAL PERIOD.** The first rental day of the contract begins on the date listed on your rental invoice as "Date Of Hire". The last rental day is the day prior to the date on which the equipment is returned. Equipment returned after the last rental day is subject to an additional day's rental charge. The amount of the daily rental charges are set forth on your attached rental invoice. Weekly rates are extended to reflect a one-week charge, and are used for budgetary purposes only. The actual number of weeks charged would be for the number of weeks the equipment is in the Lessee's possession. This period terminates not on the "Return" date indicated on your rental invoice, but rather on the date of the equipment's physical return to us.
7. **LOSS OF OR DAMAGE TO EQUIPMENT.** You are responsible for loss, damage or destruction of the Equipment, including but not limited to losses while in transit, while loading and unloading, while at any and all locations, while in storage and while on your premises, except that you are not responsible for damage to or loss of the Equipment caused by our sole negligence or willful misconduct.
8. **SHIPMENTS.** If the equipment is shipped, no Lessee signature will be on the rental invoice. The Lessee enters into this contractual arrangement by virtue of the Lessee's verbal and/or written request for said shipment. The Lessee assumes possession of the equipment and all risk and expense for any shipment once the equipment has been consigned to a carrier, or carrier's agent. If not specified by the Lessee, the Lessor will determine which carrier to use. The Lessor is not liable in any way for the loss, damage, delay, or costs arising from the shipment.
9. **RETURN OF EQUIPMENT.** The acceptance of the return of leased equipment is not a waiver of claims the Lessor may have against the Lessee, nor is it a waiver of claims for latent or patent damage to the leased equipment.
10. **PROTECTION OF OTHERS.** You will take reasonable precautions in regard to the use of the Equipment to protect all persons and property from injury or damage. The Equipment shall be used only by your employees or agents qualified to use the Equipment.
11. **EQUIPMENT IN WORKING ORDER.** We have tested the Equipment in accordance with reasonable industry standards and found it to be in working order immediately prior to the inception of this Agreement, and to the extent you have disclosed to us all of the intended uses of the Equipment, it is fit for its intended purpose. Other than what is set forth herein, you acknowledge that the Equipment is rented/leased without warranty, or guarantee, except as required by law or otherwise agreed upon by the parties at the inception of this Agreement.
12. **CONDITION OF EQUIPMENT.** You assume all obligation and liability with respect to the possession of Equipment, and for its use, condition and storage during the term of this Agreement except as otherwise set forth herein. You will, at your own expense, maintain the Equipment in good mechanical condition and running order. The rent on any of the Equipment will not be prorated or abated while the Equipment is being serviced or repaired for any reason for which you are liable. We will not be under any liability or obligation in any manner to provide service, maintenance, repairs, or parts for the Equipment, except as otherwise specially agreed or as may be within the course and scope of employment by you. All installations, replacements, and substitutions of parts or accessories with respect to any of the Equipment will become part of the Equipment and will be owned by us.
13. **IDENTITY.** We will have the right to place and maintain on the exterior or interior of each piece of property covered by this Agreement the following inscription: RENTATENT LLP. You will not remove, obscure, or deface the inscription or permit any other person to do so.
14. **EXPENSES.** You will be responsible for all expenses, including but not limited to fuel, lubricants, and all other charges in connection with the operation of the Equipment.



- 15. ACCIDENT REPORTS. If any of the Equipment is damaged, lost stolen, or destroyed, or if any person is injured or dies, or if any property is damaged as a result of its use, maintenance, or possession, you will promptly notify us of the occurrence, and will file all necessary accident reports, including those required by law and those required applicable insurers. You, your employees, and agents will cooperate fully with us and all insurers providing insurance under this Agreement in the investigation and defense of any claims. You will promptly deliver to us any documents served or delivered to you, your employees, or your agents in connection with any claim or proceeding at law or in equity begun or threatened against you, us, or both of us.
- 16. DEFAULT. If you fail to pay any portion of the total fees payable hereunder or allow the necessary insurance to lapse, you otherwise materially breach this Agreement, then such failure or breach shall constitute a default ("Default"). Upon the occurrence of any such Default, and in addition to all other rights and remedies available at law or in equity, we shall have the right, at our option, to terminate this Agreement and repossess the equipment without prior notice to the Lessee. You agree that the continuation of our performance hereunder after a Default shall not constitute a waiver or operate as any form of estoppels with respect to our later assertion of its right to cease such performance at any time so long as such Default has not been cured.
- 17. RETURN. Upon the expiration date of this Agreement with respect to any or all Equipment, you will return the property to us, together with all accessories, free from all damage and in the same condition and appearance as when received by you.
- 18. ADDITIONAL EQUIPMENT. Additional Equipment may from time to time be added as the subject matter of this entire agreement as agreed on by both parties. Any additional property will be added in an amendment and/or a rental invoice describing the property, the rental rate, and security deposit. All amendments must be in writing and signed by both parties. Other than by this amendment procedure, this Agreement may not be amended, modified, or altered in any manner except in writing signed by both parties.
- 19. ENTIRE AGREEMENT. This Agreement and any attached schedules, which are incorporated by reference and made an integral part of the Agreement, constitute the entire agreement between the parties. No agreements, representations, or warranties other than those specifically set forth in this Agreement or in the attached schedules will be binding on any of the parties unless set forth in writing and signed by both parties.
- 20. APPLICABLE LAW. This Agreement will be deemed to be executed and delivered in Singapore and governed by the laws of the Republic of Singapore.
- 21. ARBITRATION. Any controversy or claim arising out of or related to this Agreement or breach of this Agreement will be settled by arbitration, in Singapore. The decision and award of the arbitrator will be final and binding and any award may be entered in any court having jurisdiction. The prevailing party in any such arbitration shall be entitled to an award of reasonable attorneys fees and costs in addition to any other relief granted
- 22. SEVERABILITY. If any provision of this Agreement or the application of any of its provisions to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of those provisions to the other parties or circumstances, will remain valid and in full force and effect.
- 23. FACSIMILE SIGNATURE. This Agreement may be executed by facsimile signature and such signature shall be deemed a valid and binding original signature.

YOU HAVE READ AND AGREE TO THE ABOVE TERMS AND CONDITIONS.

AUTHORIZED REPRESENTATIVE OF **LESSES/RENTER**:

SIGNATURE: _____

NAME: _____ DATE: _____