

## **RENTAL TERMS**

**IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS OF RENTAL CAREFULLY.**

**THE TERMS AND CONDITIONS OF RENTAL ("Terms") ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS IN ANY FORMS DELIVERED BY CUSTOMER ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.**

**BY ACCEPTING DELIVERY OF THE PRODUCTS AND SERVICES DESCRIBED IN WILSON ENGINEERING (S) PTE LTD'S INVOICE OR OTHER WILSON ENGINEERING (S) PTE LTD DOCUMENTATION, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS OF RENTAL UNLESS CUSTOMER AND WILSON ENGINEERING (S) PTE LTD HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.**

**"We", "Our" or "Us" refers to Wilson Engineering (S) Pte Ltd.**

### **Application of Terms; Customer Acknowledgment**

This is an EQUIPMENT RENTAL AGREEMENT entered into by and between Customer and Wilson Engineering (S) Pte Ltd entered into the day and date hereinafter set forth.

#### **1. Term of Agreement.**

The parties do herein bind themselves to the terms of this Agreement in regard to all equipment rented by Customer from Wilson Engineering (S) Pte Ltd. from the date of this Agreement until terminated, modified, or replaced.

#### **2. Non-Exclusivity.**

This is a non exclusive Agreement, nothing herein contained shall obligate Customer to rent from Wilson Engineering (S) Pte Ltd nor Wilson Engineering (S) Pte Ltd to rent to customer during the life of this Agreement. However, in the event of rental transactions this Agreement shall govern until it has been modified, terminated or replaced.

#### **3. Price.**

Unless otherwise agreed to in writing by an authorized agent of Wilson Engineering (S) Pte Ltd, the price listed in the Wilson Engineering (S) Pte Ltd's web site and Catalog in effect at the time Customer receives rental equipment shall control.

#### 4. Warranty of Authority.

Customer hereby warrants that any person which it directs or allows to receive equipment from Wilson Engineering (S) Pte Ltd. and who shall sign for acceptance of said equipment is authorized by Customer to do so. Customer herein waives any obligation on the part of Wilson Engineering (S) Pte Ltd to confirm said person's authority to act on behalf of Customer.

#### 5. Maintenance of Equipment.

The Customer agrees to keep and maintain all of the rental equipment in good physical and functioning condition and assumes full responsibility for all the equipment and supplies until the rented items are returned.

6. The Customer agrees not to remove, cover, alter or deface any tags, serial numbers or nameplates on the equipment.

#### 7. Lost and/or Damaged Equipment.

In the event of any loss or damage to the rented equipment, the Customer agrees to pay the rental rate during the period of time Wilson Engineering (S) Pte Ltd is deprived of the equipment and until such time as it is repaired and/or replaced.

The Customer agrees that the value of the rented equipment, in the event of damage and/or loss requiring replacement rather than repair of said equipment is the replacement value as determined by the manufacturer's list price at the time of said loss.

#### 8. Inspection of Equipment.

The Customer acknowledges that Customer's agent (as defined in paragraph 4 above) by executing a Rental Checkout Sheet for particular equipment warrants on behalf of Customer that the equipment has been examined and tested by Customer and that the same is in good working order and condition.

In the event equipment is shipped to Customer, Customer failure to notify Wilson Engineering (S) Pte Ltd of any defects or problems with equipment within 24 hours of receipt shall be conclusively deemed as acknowledgment that all equipment has passed customer approval and is in good working order.

#### 9. Exclusion of Warranties.

CUSTOMER HEREIN ACKNOWLEDGES THAT ALL EQUIPMENT TO BE RENTED FROM WILSON ENGINEERING (S) PTE LTD. WILL BE AS A RESULT OF CUSTOMER'S SOLE SELECTION, DISCRETION AND OPINION AS TO EQUIPMENT WHICH IT REQUIRES. ALL EQUIPMENT IS ACCEPTED BY CUSTOMER "AS IS". NO WARRANTIES OR REPRESENTATIONS ARE MADE BY WILSON ENGINEERING (S) PTE LTD OF ANY TYPE OR NATURE WHATSOEVER, EXPRESSED OR IMPLIED, REGARDING THE PERFORMANCE OF FANS, SERVICES, SUPPLIES, A/C UNITS

OR OTHER EQUIPMENT RENTED. WILSON ENGINEERING (S) PTE LTD HEREIN EXPRESSLY EXCLUDES ANY AND ALL WARRANTIES, GUARANTEES, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT, UNDER NO CIRCUMSTANCES, SHALL WILSON ENGINEERING (S) PTE LTD. BE RESPONSIBLE OR LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY DAMAGES, INCLUDING LOST PROFITS, LOST SAVINGS OR OTHER DIRECT OR INDIRECT INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE ANY EQUIPMENT RENTED OR THE ALLEGED BREACH OF ANY AGREEMENT DESCRIBED HEREIN, EVEN IN THE EVENT THAT WILSON ENGINEERING (S) PTE LTD OR WILSON ENGINEERING (S) PTE LTD'S AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 10. Indemnification and Hold Harmless.

The customer agrees to assume full responsibility and liability for the safekeeping and return of all rented equipment accepted by Customer as shall be set forth in Wilson Engineering (S) Pte Ltd's Rental Checkout Sheet. Customer agrees to indemnify and hold harmless Wilson Engineering (S) Pte Ltd and any other persons to which Wilson Engineering (S) Pte Ltd itself may be responsible to indemnify and hold harmless, from any and all liability, claims, damages, costs and expenses arising from Customer's use, misuse and/or possession of the rented equipment.

#### 11. Returned Equipment.

Acceptance by Wilson Engineering (S) Pte Ltd of the return of rented equipment does not waive any claims that the company may have against the Customer for patent, latent or hidden damage to the equipment. Wilson Engineering (S) Pte Ltd shall have a reasonable period of time after return of said equipment to discover said damages.

#### 12. Inspection/Repossession of Equipment.

The Customer agrees to admit any employee or agent of Wilson Engineering (S) Pte Ltd to enter the premises upon which equipment is kept for the purposes of checking the condition of the company's equipment and/or for repossessing the equipment in the event the Customer is in default of any term of this Agreement whatsoever.

#### 13. Exclusive Possession/Non-Assignability of Lease.

The Customer shall not sublease or loan the equipment or assign this Agreement to any other persons, firms or corporation and said equipment shall at all times remain under the immediate, exclusive control and direction of the Customer.

#### 14. Cost of Shipment.

When required unless otherwise included in quotation, Wilson Engineering (S) Pte Ltd shall arrange for shipment of rental equipment to Customer and any and all shipment costs incurred by Wilson Engineering (S) Pte Ltd shall be a charge included against Customer's account.

#### 15. Miscellaneous Provision for Liens, Charges, etc.

The Customer specifically acknowledges Wilson Engineering (S) Pte Ltd's ownership of the equipment and agrees to keep the equipment free of all liens and encumbrances. The Customer agrees that he shall be liable for all taxes, transportation charges, duties, broker fees and any and all other costs imposed upon the equipment.

#### 16. Governing Law.

This Agreement and all the rights and liabilities of the parties hereto shall be governed by and construed in accordance with the laws of the Republic of Singapore.

#### 17. Headings.

The headings as to the contents of particular paragraphs of this Agreement are inserted for convenience and reference only and shall not be construed as a part of this Agreement nor be considered in construing the terms hereof.

#### 18. Entire Agreement.

This Agreement sets for the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and cancels and supersedes any prior oral or written agreement between the parties with respect to the subject matter. No alterations, additions, amendments or modifications to this Agreement shall be binding unless made in writing and executed by an authorized agent of Wilson Engineering (S) Pte Ltd.

#### 19. Construction.

In the event any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall be binding with the same effect as if the void parts were not included.