

CE-Test & Measurement (S) Pte Ltd
CONDITIONS OF RENTAL (“Conditions”)

The customer (which includes its employees, servants and agents) hereby agrees to rent from CE-Test & Measurement (S) Pte Ltd (“**CETM**”) the equipment stated in the Rental Agreement which includes all items, articles, accessories, documents (including operating manuals) or parts supplied with the Rental Equipment. Upon these Conditions and any terms and conditions contained in the Rental Agreement (collectively referred to as the “**Rental Documents**”). The Customer agrees that the terms set out in the Rental Documents are binding upon the Customer and supersedes any other terms and conditions that are proffered by the Customer.

1. CASUAL RENTAL

- I. The rental period shall be as set out in the Rental Agreement and continues until it terminates at 11:00 am on the first business day after the period nominated on the Rental Agreement (“**Term**”). A business day excludes Saturdays, Sundays and gazette Public Holidays. (“Charges for the rental will still apply thru out the rental period even if the return date fall on a non-business day”)
- II. When the Rental Equipment is not returned at the end of the Term, rental charges shall continue to accrue at the same daily rate set out in the Rental Agreement until the business day on which the Rental Equipment is returned complete with all the accessories and undamaged.
- III. Where the Rental Equipment or accessories are lost or damaged, the rental fee at the daily rate will continue to be charged and payable until the replacement Rental Equipment or accessories is/are purchased and delivered to CETM and /or the damaged Rental Equipment or accessories are replaced or repaired to serviceable condition and returned to CETM, however under Clause 13, there is an insurance coverage.
- IV. A minimum 1 day period on rental on equipment will be charged.
- V. The rental rate shown on the Rental Agreement does not include cost for preparation, packaging & freight charges, Goods and Services Tax (GST) or other rental tax or duty recovery charges which are shown separately on the invoice and which shall be borne entirely by the Customer.
- VI. A **repositioning** fee will apply and be charged for Rental Equipment not returned to the CETM office from which the equipment was shipped. For purposes of clarification, the CETM office from which the Rental Equipment was shipped shall be as shown on the Rental Agreement.

2. OTHER CHARGES

- I. 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:
 - a. Any Stamp Duty or like or similar duty applicable to rental transactions or rental business.
 - b. Any Goods or Services Tax or taxes in the manner or nature of a Goods and Services Tax.
 - c. Any Value Added Tax or a tax in the manner or nature of a Value Added Tax.
 - d. Any Sales Tax or tax of a similar manner or nature.
 - e. Any Rental Tax or tax on rentals.
 - f. Any customs duties and tariffs.
- II. 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, CETM 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 agrees and irrevocably undertakes to indemnify CETM in respect of any claims for such costs, charges, imposts and expenses applied or incurred.
- III. Equipment are allow to bring out of Singapore, provided that CETM is make known for, and any charges incur is payable by the customer that bring the equipment out of Singapore and CETM is not liable for any charges.
- IV. CETM is entitled to separately charge for consumables

3. PAYMENT

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- I. Payment due from Customer to CETM shall be paid based on CASH ON DELIVERY from date of invoice unless otherwise stated in the Rental Agreement and both party agree on it.

4. DELIVERY AND RETURN OF EQUIPMENT

- I. Delivery of the Rental 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 Rental Equipment by the Customer is solely at the Customer's expense and risk, even if arranged by CETM, and shall be made to the premises of CETM from where the Rental Equipment was dispatched. The Customer agrees to not ship the Rental Equipment by post or by any third-party courier. Unless it is stated and agree by both parties.

5. CUSTOMER'S COVENANTS

- I. The Customer agrees with CETM that:
 - a. He/she will not remove any sticker or other identification from the Rental Equipment that give notice of CETM ownership of the Equipment.
 - b. He/she has no right, title or estate in the Rental Equipment
 - c. He/she shall not sell, transfer, assign, underlet, lend, charge, pledge or part with possession of the Rental Equipment;
 - d. Purport to grant any encumbrance over or in connection with the Rental Equipment or otherwise purport to offer or use the Rental Equipment as security. For the purpose of these Conditions, encumbrance shall include but not be limited to any mortgage, lien, charge, bill of sale, option, title retention, pledge, claim, restriction, condition, overriding interest, or other encumbrance
 - e. He/she shall keep Rental Equipment and accessories in a safe and proper location. Use the Rental Equipment in a careful and proper manner and not interfere or tamper with. Customer shall not alter modify or repair the Rental Equipment without the prior written consent from CETM; and Rental Equipment and accessories are kept in a safe and proper location.
 - f. He/she shall notify CETM 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;
 - g. He/she shall permit CETM (“agents or servants”) to enter the premises where Rental Equipment is located at all reasonable times in order to inspect the Equipment or carry out repairs to the Equipment prior that request is given to the customer.
 - h. He/she requires and will utilize the Rental Equipment for its business purposes only.
 - i. He/she accepts full responsibility for all Rental Equipment rented, including its use in accordance with any manufacturer or CETM operating instructions provided or Government Regulations. Where the Customer is using communications frequencies that are licensed or arranged, these frequencies are for use only on the dates, at the places and during the times expressed on the Rental Agreement. Use of the frequencies outside the dates, places and times indicated may result in fines from relevant licensing authorities which are all payable solely by the Customer;
 - j. The Customer shall comply with all State, Territory and Federal Laws in respect of the Rental Equipment; and it will not have any information contained in or associated with it which would, if received by CETM or any other person, be in breach of State, Territory or Federal privacy laws when it has been returned.
 - k. Notwithstanding any other provisions of the Rental Documents, the parties agree that the Customer is fully liable to CETM for any loss, including loss of the Rental Equipment, where that loss has arisen as a direct or indirect result of the Customer 'on-hiring'

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6. WARRANTY

- I. CETM warrants that the Rental Equipment is of merchantable quality. Other than expressly provided for in the Rental Document, the Customer acknowledges that it has not relied upon any statement or representation by CETM in respect of the Rental Equipment or the use of the Rental Equipment by the Customer irrespective of whether or not the Customer’s purpose for the use of the Equipment is known or has been disclosed to CETM and the Customer further agrees and acknowledges that under no circumstances whatsoever shall CETM be held responsible or liable for any failure or unsuitability of the Rental Equipment to perform the purpose required by the Customer.

7. MAINTENANCE

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

8. EARLY CESSATION

- I. Notwithstanding the Term, CETM expressly reserves to itself the right to require the early determination of the Term which may be exercised on demand and at the absolute discretion of CETM. If CETM so exercises the right to early determination the Customer shall within seven (7) days from the receipt of notification by CETM return the Rental Equipment to CETM. In such an event, the applicable rental fee shall be adjusted accordingly and be payable at the daily rate on the Rental Agreement for the period between the Rent Start Date and the date the Rental Equipment, complete with accessories and undamaged, is returned to CETM.
- II. In the event the Customer returns the Rental Equipment before the expiry of the Term, the Customer shall be liable to pay for the balance of the Term remaining. Unless it is being recall back by CETM itself.

9. SAFEKEEPING

- I. The Customer is responsible for the safekeeping of the Rental Equipment and shall fully be responsible for the risk of any loss, theft, damage or destruction of Rental Equipment and if the Equipment shall require repair, recalibration or replacement as a result of the Customer’s use, the Customer shall likewise be fully responsible for the total cost of any such repair, recalibration or replacement including any freight charges there occasioned. Any repairs carried out by CETM will be charged at CETM’s normal hourly rates.
- II. The Customer shall pay to CETM the total new replacement cost as assessed by CETM for Rental Equipment which is lost, stolen, destroyed or damaged beyond repair. The Customer shall pay to CETM 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 items supplied in conjunction with the Equipment (including operation manuals) not returned or are returned in damaged condition to CETM upon cessation of the Term shall be paid for by the Customer with a fee determined by CETM being charged to the account of the Customer. In respect of damage or loss of Rental Equipment, or failure to return all of the Rental Equipment (including all accessories), the Term shall continue, and the Customer shall continue to pay rental until the Rental

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Equipment has been repaired and returned (including all accessories) to CETM, or the replacement cost of new Rental Equipment or accessories has been paid by the Customer. The Customer agrees and irrevocable undertakes to indemnify CETM for all loss or damage suffered as a consequence of such damage or loss to, or failure to return by the Customer, the Rental Equipment and accessories.

10. CUSTOMER DEFAULT, TERMINATION & REPOSSESSION

- I. If the Customer is in breach of the Rental Agreement, CETM shall be entitled to treat the Rental Document as breached and repudiated by the Customer and with or without notice accept the repudiation and terminate the Rental Agreement whereupon the Customer shall immediately, at its own cost and expense, return the Rental Equipment to CETM failing which CETM may repossess the Rental Equipment and charge the Customer for all of its costs and expenses incurred in doing so.
- II. Where the Rental Documents are terminated, the Customer consents to CETM, its servants and/or agents entering its premises, or any other premises where the Rental Equipment is located, using such force as is necessary to repossess the Rental Equipment. The Customer shall provide CETM with all reasonable assistance in order to locate and collect the Rental Equipment. If the Rental Equipment is not available for collection at the nominated time and or place the Customer shall be liable for any additional costs incur. Customer agrees that CETM will not be liable for any damage to property belonging to Customer or any third party caused by CETM, its servants and/or agents in collecting or repossessing the Rental Equipment.
- III. The Customer agrees to indemnify CETM and be responsible for all costs, liabilities, damages, losses, claims, charges and other liabilities incurred by CETM as a result of the Customer's breach of the Rental Documents or as a result of CETM enforcement of the Rental Documents in connection with or arising out of or in any way connected with the use of the CETM, its servants and/or agents Equipment.

11. INTELLECTUAL PROPERTY RIGHTS

- I. All rights pertaining, but not limited to copyrights, patents and trademarks are expressly reserved. The Customer shall not make any copies or authorize any copying of anything supplied such as software programs and operating manuals except with the prior written authority of CETM and the owner/licensor and in accordance with the license terms as applicable. All copies must be delivered up with the Rental Equipment.

12. SUNDRY

- I. The Rental Agreement constitutes the entire agreement between CETM and Customer with respect to the Rental Equipment and shall not be amended except in writing by CETM. The Rental Documents shall be governed in all respects by the laws of Singapore and the jurisdiction of Courts of Singapore shall apply to any dispute arising out of the Rental Documents. To the extent of any inconsistency between the Rental Agreement and these Conditions the Rental Agreement prevails.
- II. CETM may amend the Conditions by providing written notice to the Customer and the amended Conditions are deemed to be accepted by the Customer if the Customer continues to use the Equipment after receipt of the amended Conditions.

13. Insurance Coverage

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