**TERMS AND CONDITIONS FOR ENERGY AUDIT EQUIPMENT RENTAL QUOTATION**

1. Rental period has to be confirmed before signing the rental contract. Only the authorized signatories or the Directors of the Renting Company (RC) are allowed to enter into an Energy Audit Equipment Rental Agreement (referred to as "the Rental Agreement") with MAESCO.
2. The Rental Agreement must carry the company stamp of RC and be signed by both RC and MAESCO before payment and collection of the energy audit equipment.
3. Rental charges must be paid to MAESCO by cheque or money order or postal order prior to or during collection of the equipment.
4. Rental period commences from the next calendar day (Day 1) if the equipment is collected before 5pm on the preceding day (Day 0). Day 1 finishes when the equipment is returned to MAESCO on or before 5pm on the second day (Day 2). This constitutes ONE day rental. If any of the equipment is returned on the third day (Day 3), this shall be counted as TWO day rental.
5. Every calendar day is deemed as rental day except Sunday and Public holiday.
6. A refundable security deposit is required for non-MAESCO members and this deposit is to be paid to MAESCO together with the rental charges before or during collection of equipment. The security deposit shall be used to off-set any cost incurred by MAESCO to make good all defects and/or damages and/or missing components of the equipment and/or to replace lost equipment regardless of any reason given by the renting company. MASECO will refund the remaining money less interest, if any after deduction all direct and indirect costs incurred by MAESCO. However, if the security deposit is inadequate to cover all costs incurred by MAESCO due to the breach of the terms and conditions of the Renting Company, the renting company undertakes to pay MAESCO all dues within 15 days from the date of notification or invoice from MAESCO. Failing which MAESCO shall institute legal action against the Renting Company to recover the debts owed to MAESCO.
7. For MAESCO members, though security deposit is not mandated, the procedures to recover all costs incurred by MAESCO to make good all defects, damages and/or missing components of the equipment and/or to replace lost equipment regardless of any reason given by the renting company, remain the same as per item 6 above.

**ENERGY AUDIT EQUIPMENT RENTAL AGREEMENT**

**THIS AGREEMENT** (hereinafter called "this Agreement") is made on the day of , 2010

**BETWEEN**

MALAYSIA ASSOCIATION OF ENERGY SERVICE COMPANIES is an energy services association registered in Malaysia and having its secretariat office at 9, Jalan SS7/10, Kelana Jaya, 47301 Petaling Jaya, Selangor Darul Ehsan (hereinafter referred to as "MAESCO") on the one part;

**AND**

_____ (company no: _____) with its registered address at _____
_____
hereinafter referred to as "the Renting Company") on the other part.

MAESCO and the Renting Company shall be called the "parties" and individually referred to as a "Party".

**WHEREAS**

MAESCO desires to loan to the Renting Company, and the Renting Company desires to rent from MAESCO, certain energy audit equipment for a fee and certain terms and condition as specified in this Agreement.

**IT IS AGREED**

MAESCO hereby loans to The Renting Company and The Renting Company herby rents from MAESCO, on the terms and conditions as specified in this Agreement for the equipment described in the RENTAL APPLICATION FORM.

All equipment rents from MAESCO shall be based upon the following terms and conditions:

1. **RENTAL PERIOD :** The rental period commences from _____ and shall expire on _____. This constitutes a total of _____ days of rental period commencing from the rental date shown in the 'Rental Application Form' and expiring at 12:00 noon on the earliest preceding working day. Working day excludes Saturday, Sunday and any Public Holiday.

2. **RENTAL :** THE RENTING COMPANY shall pay a rental fee of RM _____ on or before the equipment is collected and a Security Deposit of RM_____(if applicable).

Whenever the equipment is returned earlier than expiry date, NO rebate will be given to the Renting Company. In the event that the Renting Company returns the equipment after the date agreed in the Clause 1, daily rental will be charged for every additional days of extension until equipment are returned. The arrears from The Renting Company shall be paid to MAESCO within 14 days after the date of returning the equipment. Failing which a 10% per annum interest will levied for charges due to MAESCO.

3. **COLLECTION AND RETURN OF THE EQUIPMENT :** Collection of the equipment by the RENTING COMPANY shall take place at MAESCO premise and return by THE RENTING COMPANY shall also be at the same premise. No request for despatch of the equipment shall be entertained. Equipment to be rented must be inspected, accepted and signed for its working condition. Should there be any defects and/or missing component of the equipment are found during collection of the equipment, the Renting Company must ensure that MAESCO secretariat staff record its defects in writing on the collection form or refuse to rent the said defective equipment from MAESCO. The same inspection procedure applies during the return of the equipment and any defects and/or missing items found during the inspection by MAESCO, the Renting Company shall acknowledge the findings and undertakes to bear all costs to make good all defects and or missing components of the equipment unless otherwise those defects and or missing components were recorded and acknowledged by MAESCO during collection.

4. **THE RENTING COMPANY'S COVENANTS :** THE RENTING COMPANY agrees with MAESCO that :
   i) The Equipment shall remain the property of MAESCO and THE RENTING COMPANY is only renting the equipment on the terms and conditions stated in this Agreement.
   ii) THE RENTING COMPANY shall not sell, charge, pledge or part with possession of equipment.
   iii) THE RENTING COMPANY has the knowledge and competent technical personnel to operate and use the equipment rented.
   iv) THE RENTING COMPANY shall keep equipment at the address specified unless written permission has been obtained from MAESCO to relocate the equipment elsewhere.
   v) THE RENTING COMPANY shall use the equipment in a careful and proper manner and not interfere or tamper with or let anyone else do so
   vi) THE RENTING COMPANY shall permit MAESCO staff to enter the premises where the equipment is located or used at all reasonable times in order to inspect or repair the equipment.
   vii) THE RENTING COMPANY shall utilize the equipment for its business purposes only.
   viii) THE RENTING COMPANY shall not alter the equipment without written permission from MAESCO.
   ix) The duty of care of the equipment rests entirely with the Renting Company
   x) The Renting Company shall pay MAESCO for any additional rental charge, if any due to additional days of rental exceeding the expiry date of the Agreement.

xi) The Renting Company shall report to police for any loss of the equipment and shall bear all costs for its replacement.

5. **WARRANTY :** MAESCO warrants that each equipment hired is fit and in good working order for the purpose it was designed. MAESCO shall not be held liable for any data and/or profile produced or generated from any of the equipment rented from MAESCO nor be responsible for any other measurement that cannot be performed as required by the equipment. If any data cannot be measured arising from faulty equipment which was not detected during collection and not a consequence of abuse and/or mishandling by the Renting Company, MAESCO shall refund the rental of that faulty equipment less interest after deducting all costs related to this Agreement. MAESCO warrants that the Security Deposit shall be refunded to the Renting Company in full but without interest after expiry of this Agreement provided always there is no deduction to be made from the Renting Company for whatever reasons.

6. **MAINTENANCE :** Each equipment will follow its maintenance and calibration schedule and procedure prepared by MAESCO. In the event that the equipment is not operable during the rental period but after collection, the Renting Company shall notify MAESCO immediately and return to MAESCO the alleged faulty equipment. MAESCO will replace the equipment with another one if a replacement is available provided always the faulty equipment was not caused by incompetent use, misuse, abuse or mishandling of the equipment by the Renting Company during the renting period. If however MAESCO is satisfied that the fault of the equipment is not caused by the Renting Company, MAESCO will refund the rental of the faulty equipment to the Renting Company if there is no deduction is to be made against the Renting Company for whatever reasons.

7. **SAFEKEEPING :** THE RENTING COMPANY is responsible for the safekeeping of the equipment during the rental period and shall bear the liability of any loss, theft, damage, abuse, mishandling or destruction of equipment. In the event that equipment shall require repair or calibration as a result of THE RENTING COMPANY negligence, misuse or abuse, customer shall be responsible for all cost of any such repair or calibration including any freight charges there on. THE RENTING COMPANY shall pay MAESCO the replacement cost in the event that any rented equipment was lost or destroyed or damaged beyond repair. THE RENTING COMPANY shall be fully responsible if the loss or damage was directly or indirectly the result of:
   i) Misuse or use contrary to instruction
   ii) Incompetency of its employees, vendors, subcontractors, servants, agents in operating the rented equipment
   iii) Malice or any deliberate act
   iv) Negligence
   v) An act of omission by any person who is not the THE RENTING COMPANY or in the THE RENTING COMPANY direct employment
   vi) Thefts from the employees or vendors or subcontractors or servants or agents of THE RENTING COMPANY's before the equipment are returned to MAESCO.

vii) THE RENTING COMPANY is in breach of any terms or conditions of this Rental Agreement.

viii) THE RENTING COMPANY fails to fully co-operate with the police and MAESCO in relation to recovery of lost equipment.

8. **THE RENTING COMPANY DEFAULT :** If the RENTING COMPANY is in breach of this Agreement, MAESCO shall be entitled with or without notice to terminate this Agreement whereupon the RENTING COMPANY shall immediately return the equipment to MAESCO. Any such termination shall not affect the right of the MAESCO to recover any unpaid rental and any other costs incurred in retrieving the equipment and the costs to make good all defects, missing components of equipment and/or loss of the equipment.

9. **SUNDRY :** These terms and conditions constitute the entire contract agreed between MAESCO and the Renting Company with respect to the equipment and shall not be amended except in writing by MAESCO. The Renting Company acknowledges and agrees that all other warranties or suitability of the equipment for any particular use or purpose whether implied or statutory are hereby excluded.

I, a company director or an authorized person of the Renting Company hereby declares that I understand the rules as stated above and will abide with all terms and conditions governing the use and rental rates of the equipment, as listed in Attachment 1.

| **The Renting Company** | **MAESCO** |
|---|---|
| ..... | ..... |
| Signature | Signature |
| ..... | ..... |
| Name/Designation | Name/Designation |
| ..... | ..... |
| Company Stamp | Company Stamp |
| Date : | Date : |