

## **RENTAL TERMS AND CONDITIONS**

The following are the terms and conditions that apply to the rental of equipment from AUTOPACK PTE LTD. By accepting the equipment provided under this agreement, the Customer whose name appears on this agreement accepts and agrees to these terms and conditions. Any request for modification to the terms and conditions must be in writing and the approval must be in writing and signed by an authorized signatory of AUTOPACK PTE LTD. Equipment as referred to herein shall include all related accessories, manuals and other items to be delivered as specified in the invoice.

### **(1) Warranty**

With respect to rental service, AUTOPACK PTE LTD warrants to the Customer only that rental equipment when delivered is in good operating condition. If equipment is not received in good operating condition due to no fault of the Customer, AUTOPACK PTE LTD shall (at its option) either repair equipment or supply replacement equipment subject to availability from AUTOPACK PTE LTD inventory. Defects or discrepancies in or like objection to equipment must be reported to AUTOPACK PTE LTD within 24 hours after Customer receives the equipment, failing which it will be conclusively presumed that the equipment was as ordered, was received in good condition and is accepted.

The remedies provided herein are Customer's sole and exclusive remedies. In no event shall AUTOPACK PTE LTD be liable for direct, indirect, special, incidental or consequential damages (including loss of profits) whether based on contract or any other legal theory.

AUTOPACK PTE LTD makes no warranty expressed or implied that the equipment is fit for any particular purpose. Upon notice from Customer during the course of rental and upon return of equipment by Customer, AUTOPACK PTE LTD will, at its option, repair or recalibrate malfunctioning equipment.

### **(2) Payment Terms**

Terms are NET 30 days from date of invoice subject to credit department approval. Payments that are delinquent 30 days from date of invoice are subject to interest charges at 18% per annum but not exceeding the maximum lawful rate. AUTOPACK PTE LTD reserves the right to change the credit terms on further rentals at any time when in AUTOPACK PTE LTD's opinion, the Customer's financial conditions or previous payment record so warrants.

### **(3) Delivery**

All quoted prices are ex-AUTOPACK PTE LTD's service center. Delivery of any product is subject to availability from AUTOPACK PTE LTD inventory. AUTOPACK PTE LTD will make a reasonable effort to meet any delivery quoted. AUTOPACK PTE LTD will attempt to deliver in accordance with Customer's delivery instructions. In the absence of specific instructions or if the Customer's instructions are deemed unsuitable, AUTOPACK PTE LTD reserves the right to deliver by the most appropriate method.

ALL RISK OF LOSS AND DAMAGE SHALL PASS TO CUSTOMER AT THE POINT OF DELIVERY. AUTOPACK PTE LTD shall not be liable for delays in performance hereunder due to causes beyond its control including but not limited to acts of nature, acts of government, labor disputes, delays in transportation and delays in delivery or non-delivery by AUTOPACK PTE LTD suppliers.

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**(4) Liability**

AUTOPACK PTE LTD shall not be responsible for loss or damage to Customer's business or property or for injury or death to persons and Customer shall indemnify AUTOPACK PTE LTD and hold it harmless for claims for any of the foregoing including associated legal fees and expenses.

**(5) Default**

Should Customer default in its obligations, Customer agrees to pay AUTOPACK PTE LTD for all costs and expenses incurred by AUTOPACK PTE LTD in recovering the equipment or monies due and enforcing its rights. AUTOPACK PTE LTD shall be entitled to recover its legal fees and expenses whether or not formal legal action is instituted.

**(6) Notifications**

Any required notices shall be given in writing at the address of AUTOPACK PTE LTD or Customer as shown on the front of this contract or to such other address as either party may substitute by written notice to the other.

**(7) Waiver**

Should AUTOPACK PTE LTD chooses not to exercise any of its rights, it shall not constitute or be deemed a waiver or forfeiture of such rights.

**(8) Errors**

Stenographic, typographic and clerical errors in this agreement are subject to correction and Customer hereby agrees to re-execute any document that requires correction or signature.

**(9) Ownership**

Rental equipment, accessories, manuals and all other items that belong to AUTOPACK PTE LTD remains the property of AUTOPACK PTE LTD. Customer shall not remove, deface, or obscure ownership labels.

**(10) Rates**

Rates are based on and monthly time periods. Rentals continuing beyond the initial time period requested are billed at the monthly rate until that exceeds the monthly rate. Rental charges will commence on the business day when AUTOPACK PTE LTD delivers the equipment to Customer. Rental products will only be delivered during working office hours. Rental charges cease on the day equipment is received at the designated AUTOPACK PTE LTD facility. There are no credits or rebates for early return.

**(11) Equipment Usage**

Customer shall not make any alterations, additions, modifications, or improvements to the Equipment and shall use it only for the purpose and in the manner for which it was intended by the manufacturer. Customer may not permit the equipment to be used by another party or at a different location without the express written consent of AUTOPACK PTE LTD.

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**(12) Term of Service**

Customer must use consumables provided by AUTOPACK PTE LTD, any other media/consumables used by customer which are not provided by AUTOPACK PTE LTD, customer will have to bear the full Terminating charges stated on 13.1 (i) depending on the plan that customer have apply.

Any upgrade of plan is only applicable after the period of 12 months usage.

**(13) Terminating the Services and this Agreement**

This Agreement or the Services may be terminated by either party giving one month notice to the other party without assigning any reason.

If Customer / AUTOPACK PTE LTD gives notice that ends during the applicable Minimum Period of Service:-

- Prorated charges for the Services, Equipment and/or ancillary items and costs for the rest of the minimum Period of Service applies - refer to 13.1 (i).

**13.1 (i)**

	12 months and below	13 to 18 month	19 month and thereafter
AP Saver	S\$1,250.00	S\$599.00	S\$479.00
AP Ultimate	S\$2,500.00	S\$1,229.00	S\$984.00

**13.1 (ii)** If any of the Services is terminated:

- All sums due, accruing due or payable to AUTOPACK PTE LTD in respect of that Service up to the date that Service is terminated will upon the termination of that Service become immediately due and payable to us;
- Customer must return the Rented Equipment and accessories to AUTOPACK PTE LTD after the Termination fee stated on 13.1(i) subjected to the plan sign up by customer is received by AUTOPACK PTE LTD.
- AUTOPACK PTE LTD have the right to retain any of Customer's Equipment which is used in respect of that Service and which are on AUTOPACK PTE LTD's premises until receipt of all sums due or accruing due or payable to AUTOPACK PTE LTD in respect of that Service; and

The termination of this Agreement will not affect any accrued rights or remedies of either party against the other party.

An equivalent rental model of printer will be replaced to customer at the end of the contract if customer continues with the plan of 24 months.

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**(14) Customer Obligations**

Customer is responsible for damage to Equipment due to abuse, misuse, or negligence. Customer agrees to pay the charges to repair Equipment so damaged and any incurred delivery charges. Equipment shall be returned to AUTOPACK PTE LTD in good condition and repair, wear from reasonable and proper use accepted. Upon return, Customer must certify that equipment is free from contamination.

Customer is responsible for loss or damage to Equipment from theft, mysterious disappearance, fire or any other cause. In accepting liability for the safe keeping of all rented equipment, Customer agrees to pay AUTOPACK PTE LTD the replacement cost (as determined by manufacturer's current list price) of any such equipment which Customer is for any reason unable to return to AUTOPACK PTE LTD at the end of the rental period or during the rental period.

**Rental charges will continue beyond the specified rental term, at the monthly rental charge, until equipment is returned to AUTOPACK PTE LTD or Customer reimburses AUTOPACK PTE LTD for the replacement cost of the equipment.**

Unless otherwise agreed to in writing, Customer shall pack the equipment for return to AUTOPACK PTE LTD in accordance with standard commercial practices. All packing will conform to requirements of carrier's tariffs. If Customer issues a change order causing delays or cancels an order less than 2 days prior to scheduled delivery, Customer shall be subject to a 5% charge based upon the list price of the affected equipment.

**(15) Acceptance**

By signing below, the Customer agrees that they have read and understand the above Terms and Conditions and will be bound by them.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Name of Signatory (printed) \_\_\_\_\_ Company Stamp \_\_\_\_\_