

**MUAMALAT HIRE PURCHASE-i**  
**TERMS AND CONDITIONS**  
**ACT GOODS**

**1. DEFINITIONS AND INTERPRETATION.** (1) Definitions: In this Agreement, unless the contrary intention appears, “**Affiliate**” shall mean in relation to any person, any present or future entity controlled, directly or indirectly, by that person, any present or future entity that controls, directly or indirectly that person, or any present or future entity directly or indirectly under common control with that person; “**Balance Due**” means, in respect of the Goods at the relevant time, that amount which is, at that time, the sum of: (i) all Instalments and other amounts due or accrued under this Agreement and (ii) the balance of the Instalments that would have been payable during the remainder of this hiring, less such rebates calculated by multiplying the terms charges by the sum of all the whole numbers from number one to the number which is the number of complete months in the period of the agreement still to go (both inclusive) and by dividing the product so obtained by the sum of all the whole numbers from one to the number which is the total number of complete months in the period of the agreement (both inclusive); “**Business Day**” means a business day as declared by Bank Negara Malaysia; “**Delivery Acceptance Certificate**” means the certificate evidencing the Hirer’s acceptance of the Goods in such form as may be required by the Owner from time to time; “**Deposit**” means the deposit specified in the Schedule to the Offer; “**Goods**” means the Goods described in the Schedule to the Offer as well as each or any replacement, altered or substitute part and all appliances, parts, components, instruments, appurtenances, accessories and other Goods which may from time to time be incorporated or installed in or attached to the Goods and, except where the context otherwise requires, includes any part of such Goods ; “**Commencement Date**” means the commencement date of the hiring stated in the Memorandum of Acceptance; “**HPA**” means the Hire Purchase Act, 1967 (Act 212) and includes any statutory amendment or re-enactment thereof; “**HPAA**” means the Hire Purchase (Amendment) Act, 1967 (Act 212) and includes any statutory amendment or re-enactment thereof; “**Goodwill Discount**” means a discretionary reduction in the balance due by the Hirer (individuals, micro businesses, or small businesses) upon early settlement of the Hire Purchase Agreement with Rules of 78 method, which is determined by the Owner based on factors including, but not limited to, the financing amount, tenure, and hirer’s payment history, and which shall be communicated to the Hirer at the time of requesting early settlement “**Instalment**” means the amount stated in the Schedule to the Offer, and “**Total Instalments**” means the amount of Instalments payable for the whole period of the Term, being the balance originally payable under this Agreement as stated in the Schedule to the Offer; “**Instalment Payment Dates**” means the times stated in the Schedule to the Offer; “**Location**” means the premises or address at which the Owner and Hirer have agreed in writing from time to time that the Goods will be kept or located being at the date of this Agreement, the premises and or address stated in the Schedule to the Offer ; “**Net Proceeds of Sale**” means the proceeds of sale or other disposal of the Goods (whether upon the expiry of the Term or the earlier termination of the Term or otherwise) received by the Owner after deducting all expenditure, including a sum for legal costs (on a full indemnity basis) and expenses incurred by the Owner in the seizure, storage and valuation of the Goods, costs and expenses of and incidental to the sale or attempted sale or other disposal of the Goods by the Owner and costs and expenses of and incidental to related enforcement advice or action or both; “**Ringgit Malaysia**” or “**RM**” denotes the lawful currency of Malaysia; “**Security Documents**” means collectively the guarantees, indemnities and security documents heretofore or hereafter provided by the Security Parties to secure any of the Hirer’s obligations under this Agreement and without limiting the generality of the foregoing, includes the documents set out in the Schedule to the Offer; “**Security**

**Parties**” means collectively, any person who has heretofore or hereafter guaranteed, provided an indemnity or provided any security to secure any of the Hirer’s obligations under this Agreement and without limiting the generality of the foregoing includes the person(s) whose names and particulars are set out in the Schedule to the Offer; **“Term”** means the period specified in the Schedule to the Offer; **“this hiring”** means the hiring made on the terms and conditions set out in this Agreement as varied or supplemented from time to time; **“losses”** wherever mentioned, unless the contrary intention appears, would include any loss, cost, damage, expense (including legal costs on a full indemnity basis and any costs in connection with Owner’s purchase of the Goods and/or Software License), claim, demand, liability, action, suit and proceeding. (2) **Interpretation:** In this Agreement, unless the contrary intention appears, a reference to: - a **“Clause”**, a **“Schedule”**, an **“Appendix”** or an **“Annexure”** is a reference to a clause of, a schedule to, an appendix to, or an annexure, to this Agreement; a **“month”** means a period beginning in one calendar month and ending in the next calendar month on the day numerically corresponding to the day of the calendar month on which it commences, or where there is no such date in the next calendar month numerically corresponding as aforesaid, the last day of such calendar month, and **“months”** and **“monthly”** shall be construed accordingly; a **“person”** includes any individual, company, corporation, firm, partnership, joint venture, association, organization, trust, state or agency of a state (in each case, whether or not having separate legal personality); if there are two (2) or more persons comprised in the expression **“the Hirer”** (each a **“Contracting Party”**), (i) each Contracting Party shall be deemed a **“Hirer”** hereunder, (ii) each Contracting Party shall be jointly and severally liable for all the obligations hereunder, and (iii) notices from the Owner in connection with this Agreement to any Contracting Party and notices from, or the consent of, either Contracting Party in connection with this Agreement shall be sufficient to bind all Contracting Parties; the term **“including”** means **“including without limitation”**; words (including words defined herein) denoting the singular number shall also include the plural and vice versa; and reference to a sub-clause or a paragraph is to a sub-clause or paragraph of the Clause in which such reference appears; and any reference to a statute or legislation includes any statutory modification or re-enactment thereof. Headings are included only for convenience and are not interpretive.

**2. HIRE PURCHASE-i.** On and from the Commencement Date, the Owner shall hire to the Hirer and the Hirer shall take on hire from the Owner the Goods, for the Term at the Total Instalments, and on the terms and conditions contained in this Agreement and subject to the HPA. The Hirer shall not use the Goods for any purpose that contravenes the Shariah principles.

**3. DELIVERY AND INSPECTION OF GOODS.** (1) Hirer to obtain possession of Goods. (a) On and from the hire purchase-i Commencement Date and at the Hirer’s own expense the Owner shall give and the Hirer shall take possession of the Goods. (b) Notwithstanding the obligations imposed on the Owner by Clause 3(1)(a) the Hirer must make any arrangements necessary to enable the Hirer to obtain delivery of the Goods. The Owner will not be liable for any delay in obtaining, or (where delivery is to be made by a third party whether acting as agent of the Hirer or the Owner or otherwise) refusal of, delivery or for any damage incurred by the Goods in the course of delivery. (2) Hirer’s inspection of Goods. The Hirer acknowledges that the Hirer has examined the Goods and has satisfied itself as to the Goods condition, quality and safety, their fitness for the Hirer’s purpose and their compliance with their description.

**4. OWNERSHIP AND LOCATION OF THE GOODS.** (1) The Owner retains title to Goods. The Owner retains full title to the Goods subject only to the rights of the Hirer as a mere bailee of the Goods with a right only to use them in accordance with, and under this Agreement. The Hirer

shall take such action as the Owner requires to preserve the Owner's rights in, and title to the Goods. (2) No unauthorized removal from Location. The Hirer must not remove or cause or permit the Goods to be removed out of the state or the territory of Malaysia where the Location is situated, without the Owner's prior written consent.

**5. RENTS AND OTHER PAYMENTS.** (1) Amounts payable by the Hirer. (a) Duties, taxes, etc. The Hirer must pay any and all rates, and other taxes (excluding any income tax payable by the Owner), permit, license and other fees, outgoings, penalties, fines, demands, charges or costs, stamp and other duties and registration fees and assessments imposed by any court or by any federal, state or municipal, statutory or other authority or otherwise (including any related charges, penalties or fines) at any time directly or indirectly upon the Goods, the Owner, the Hirer on account of the Owner, or otherwise upon or in respect of this Agreement. (b) Takaful/Insurance. The Hirer hereby agree to pay all contributions/premiums and other amounts of whatever nature necessary or desirable in the Owner's opinion to maintain each and all of the Takaful/insurance required by this Agreement. Upon request by the Owner, the Hirer must produce to the Owner originals or certified true copies of the Takaful/insurance policies and the receipts evidencing payment of the contributions/premiums and other amounts. (c) Use and repair of Goods. The Hirer hereby agree to bear all repair and operating expenses in respect of the Goods including (without limitation) the cost of replacement parts and accessories and the costs of complying with any requirements referred to in Clause 9. (d) Deposit. The Hirer must pay the Deposit at such time and to such person as stated in the Schedule to the Offer and/or the Offer. (e) Instalment. The Hirer must pay to the Owner without previous demand the Instalments, at the Instalment Payment Dates notwithstanding any defects or the breakdown loss or damage to the Goods or that for any reason the Hirer is not in possession control or use of the Goods. (2) Owner may make payments. If the Hirer fails to pay punctually any outgoings referred to in Clause 5(1)(a), 5(1)(b) or 5(1)(c) by its due date for payment the Owner may, at its discretion, pay the outgoing. In that case, the Hirer must on demand reimburse the Owner for the amount paid and shall indemnify the Owner in respect thereof. (3) Enforcement costs and expenses. The Hirer must on demand reimburse the Owner for all costs, charges, expenses, fees, disbursements (including all legal and other consultants costs on a full indemnity basis) paid or incurred by the Owner of or incidental to: (i) any breach, default or repudiation of this Agreement by the Hirer; and (ii) the exercise or attempted exercise of any right, power, privilege, authority or remedy of the Owner under or by virtue of this Agreement, including repossession repairing, refurbishing and storage costs. (4) Late payment. The Hirer agrees to pay to the Owner compensation on all overdue Instalments at the rate and in the manner prescribed by Bank Negara Malaysia's and shall be paid on demand. (5) Method of payment. (a) All payments to be made hereunder by the Hirer shall be made in full without set-off or counterclaim in immediately available funds in Ringgit Malaysia. Any payment made by the Hirer otherwise than at the place of payment as stated in the Schedule to the Offer or at an address for the time being expressly approved in writing by the Owner and any payment made through any automated teller machine or other electronic terminal or sent by tele transmission, any electronic means, post, courier or other similar means shall be at the Hirer's risk. The time of receipt of such payment shall be the actual time of receipt by the Owner at the Owner's address stated in the Schedule to the Offer. The Owner shall only credit any sum paid by cheque or other instrument to the Hirer's account after clearance of such cheque or instrument by the Owner's banker.

If the amount received by the Owner from the Hirer on any date is less than the total sum remaining or becoming due under this Agreement on that date, the Hirer waives all rights as to appropriation of payments and regardless of any appropriation or all or part of that amount by the

Hirer, the Owner shall apply that amount in payment of whichever part(s) of that sum the Owner determine to be most appropriate. Whenever any payment hereunder shall be due on a day which is not a Business Day, such payment shall be made on the preceding Business Day. (6) Unconditional obligations. The Hirer acknowledges and agrees that the Hirer's obligation to make all payments due under this Agreement and the rights of the Owner in and to such payments is absolute and unconditional. Such money will continue to be payable in all events in the manner and at the times provided.

**6. INDEMNITIES.** (1) Goods used at Hirer's risk. The Hirer agrees to use, operate and possess the Goods at the Hirer's risk. The Hirer agrees that the Owner will have no responsibility or liability for any loss or damage to any property of the Hirer. The Hirer releases and discharges the Owner and its Affiliates and in each case each of their officers, directors, employees, agents or representatives (the Owner, its Affiliates and each of their officers, directors, employees, agents and representatives shall hereinafter be referred to as "Affected Parties", and each an "Affected Party") from: (i) all claims and demands on each Affected Party; and (ii) any loss or damage whatsoever and whenever caused to the Hirer or its agents or employees or any other party whether by way of death of, or injury to, any person of any nature or kind, accident or damage to property, delay, financial loss or otherwise, arising directly or indirectly from or incidental to a breakdown of, or defect in, the Goods or any accident to or involving the Goods or their use, operation, repair, maintenance or storage (whether occasioned by the negligence of each Affected Party or otherwise) or which may otherwise be suffered or sustained in, upon or near the Goods. (2) Indemnity against other costs and liabilities. The Hirer unconditionally and irrevocably agrees that it will at all times assume liability for, and fully indemnify harmless each Affected Party from and against any and all actions, proceedings, liabilities, claims, demands, losses, damages, costs and expenses of whatever nature which each Affected Party may at any time and from time to time directly or indirectly sustain, incur or suffer: (i) by reason of this Agreement; (ii) as a result of the enforcement of this Agreement; (iii) as a result of the occurrence or continuation of any event of default by the Hirer; (iv) as a result of any act or omission, whether rightful or wrongful or any other cause beyond the Owner's control; (v) arising out of or alleged to arise out of the delivery, selection, purchase, acceptance or rejection, ownership, possession, use (including by reason of the use or incorporation of any invention resulting in infringement of patents), repair, maintenance, storage, or operation of the Goods, and by whomsoever used or operated (except where used by the Owner or any person on behalf of the Owner); or (vi) incurred by the Owner in respect of any loss of the Goods by seizure, distress, execution, or other legal process, confiscation or forfeiture of the Goods. Without prejudice to the generality of the foregoing, the Hirer covenants and undertakes to pay to each Affected Party by way of indemnity at any time and from time to time immediately upon demand by each Affected Party all monies and liabilities whatsoever which may from time to time be claimed or demanded from each Affected Party which each Affected Party may pay or become liable to pay or sustain, incur or suffer under or by reason of or in connection with this Agreement. (3) Survival of indemnities. The indemnities and assumptions of liability contained in Clause 6 herein will continue in full force and effect notwithstanding the termination of this Agreement whether by expiration or otherwise as to any act or omission relating to the Goods occurring during the continuance of this Agreement which at any time is claimed to have created a cause of action against the Owner or assumption of liability by the Hirer.

**7. RELIANCE.** Without limiting any other provision of this Agreement, the Owner: (i) may (but shall not be required) rely upon any oral, telephonic, telegraphic, facsimile, electronic, written or other communication believed in good faith (i.e. honesty in fact in the conduct or transaction

concerned) to have been authorized by the Hirer, whether or not given or signed by an authorized person; (ii) shall not be responsible for errors, omissions, interruptions or delays in transmission or delivery of any message, advice or document in connection with this Agreement, whether transmitted by courier, mail, telex, any other telecommunication, or otherwise (whether or not they be in cipher).

**8. COVENANTS** (1) Condition of Goods. (a) The Hirer must at all times keep and maintain the Goods properly serviced, in proper working order and condition. (b) The Hirer must ensure that the Goods are properly maintained by the manufacturer or supplier of the Goods, a person certified by the manufacturer or supplier to maintain the Goods or any other party approved by the Owner ("service provider"). (c) The Hirer agrees that the Owner is not responsible for and makes no warranty or representation whatsoever regarding the quality of services or performance of any obligation by the service provider under any maintenance agreement. The Owner is not liable to the Hirer for any breach of the maintenance agreement, negligence or default by the service provider. (2) Use of Goods. The Hirer must only operate and maintain the Goods for his personal use or business purposes in the conduct of the Hirer's business, for the purpose for which it was designed, in compliance with all relevant laws, in compliance with all Takaful/insurance policies (whether effected and/or maintained by the Hirer or otherwise), with recognised methods and standards for goods of their type and only by competent and (where appropriate) properly qualified, trained and licensed personnel and by appropriate methods and standards of operation and must comply in all respects with the instructions or recommendations of the manufacturer or other supplier relating to the Goods and to their use and in accordance with the requirements of any maintenance specifications or special maintenance requirements under this Agreement. (3) Compliance with safety rules. The Hirer must comply in all respects with all applicable laws, regulations, requirements and rules reasonably necessary for the safe and lawful operations of the Goods. (4) Additions, etc. If any additional or other goods, appliance, part, instrument, appurtenance, accessory, replacement or alteration is required to be acquired, incorporated or installed in, or attached or made to the Goods in order to comply with the Hirer's obligations under this Agreement or in order that the Goods be in working or operating condition such additional or other goods, appliance, part, instrument, appurtenance, accessory, replacement or alteration will, unless otherwise agreed in writing by the Owner, without any further act of the Owner and the Hirer or either of them, become the property of the Owner and be considered part of the Goods for all purposes of this Agreement. (5) Inspection of Goods by the Owner. (a) The Hirer grants to the Owner the right, and will ensure that others grant the Owner the right, at all reasonable times upon the Owner giving to the Hirer reasonable notice and without unduly interfering with the Hirer's operations to inspect the Goods or any maintenance records in respect of the Goods. (b) In the event that the Owner shall be of the opinion (which opinion shall be final and binding upon the Hirer) that it is advisable for the Owner to make such inspection immediately in order to preserve or protect the Goods or the Owner's interest or title therein, then no notice will be required to be given by the Owner to the Hirer under Clause 8(5)(a) and the prohibition in that clause on the Owner unduly interfering with the Hirer's operations will not apply. (6) Owner may remedy. If the Hirer fails to carry out its obligations under this Clause 8 it will be lawful but not obligatory for the Owner to enter upon or into the Location with workmen and others and all necessary materials for the purpose of carrying out those requirements and ensuring that the value of the Goods is not adversely affected. (7) Registration. If the Goods is a registrable item, the Hirer must keep the Goods duly registered at all times as required by law in the name of the Hirer as if the Hirer were the owner with the Owner's claim or beneficial interest endorsed or noted and, where permitted by law, in the name of the Owner as proprietor. (8) Name plates and identification

of Goods. The Hirer shall at the request of the Owner and at the Hirer's cost affix or display at such prominent part of the Goods or otherwise as stipulated by the Owner such name plate or any other identifying mark or number and must not without the Owner's prior written consent remove, change, alter or deface any name plate or other identifying mark or number. (9) Notification of Owner's ownership of the Goods. The Hirer must notify any person seizing the Goods of the ownership of the Owner and must give immediate notice to the Owner of such seizure and shall ensure that such Goods be returned to the Owner immediately at such address as the Owner may notify the Hirer. (10) Nodealings with the Goods. The Hirer must not without the Owner's prior written consent; (i) agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Goods; or (ii) conceal or alter the Goods or make any addition to the Goods except as required pursuant to this Clause 8. If any addition, attachment, alterations or improvements is made to the Goods without the Owner's prior written consent, the Hirer is then responsible for all costs relating to the removal of any addition, attachment, alterations or improvements which the Owner requests. The Hirer shall, at its own cost and expense, restore each item of Goods to the condition and value (as though no addition, attachment, alteration or improvement had been made to such item of Goods). (11) Liens. The Hirer must not without the Owner's prior written consent, suffer any encumbrance, charge or lien of any kind to arise or remain on the Goods or any part of the Goods. (12) Return of documents. If the Goods are registered in the name of the Hirer as required by this Clause 8 then, upon the Hirer becoming bound to return the Goods to the Owner under any provision of this Agreement, the Hirer must forthwith at the Hirer's expense do such acts or execute any documents which the Hirer may request in order to have the Goods registered and protected/insured in the name of the Owner or of any person nominated by the Owner as owner. The Hirer must also give all notices and pay all costs, fees, stamp duty and other outgoings payable in relation to such transfer of registration and such Takaful/insurance. (13) Access. The Hirer will permit the Owner to inspect its books and records. (14) Compliance with all laws. The Hirer shall comply with all Malaysian and foreign laws, regulations and rules (including foreign exchange regulations, and other relevant regulations) now or later applicable to this Agreement, or the Hirer's execution, delivery and performance under this Agreement and deliver to the Owner, upon reasonable request, satisfactory evidence of such compliance.

**9. REPRESENTATIONS AND WARRANTIES.** (1) Hirer's representations and warranties. The Hirer represents and warrants to the Owner that: - (i) he is not an undischarged bankrupt, it is validly existing and in good standing under the laws of the jurisdiction in which it is organised; (ii) its execution, delivery and performance of this Agreement are within its powers, have been duly authorised, do not contravene any contract binding on it or affecting it or any of its properties, do not violate any applicable law or regulation, and do not require any notice, filing or other action to or by any governmental authority; (iii) this Agreement is valid and binding upon the Hirer; (iv) the financial statements most recently received by the Owner fairly present its financial position in accordance with generally accepted accounting principles, and there has been no material adverse change in the Hirer's business, condition (financial or otherwise), operations or prospects since the date of such financial statements; (v) all information furnished by the Hirer in connection with this Agreement do not contain any untrue statement or omit to state any fact the omission or which makes any statements made therein in the light of the circumstances under which they were made, misleading and the Hirer is not aware of any material facts or circumstances that have not been disclosed to the Owner which might, if disclosed, adversely affect the decision of a person considering whether or not to provide financing to the Hirer; and (vi) there is no pending or threatened action which may materially adversely affect its business, condition (financial or

otherwise), operations or prospects or which purports to affect the validity or enforceability of this

Agreement. (2) Deemed repetition. The representations and warranties set out in Clause 9(1) shall survive the execution of this Agreement and will be deemed to be repeated (updated as appropriate) on each day until payment by the Hirer of all moneys payable under or pursuant to this Agreement.

**10. EXCLUSION OF LIABILITY.** (1) Implied terms and conditions regarding Goods excluded.

The Hirer warrants to the Owner that the Hirer has relied on the Hirer's own skill and judgement in selecting the Goods. The Hirer hires the Goods from the Owner "as is where is" and acknowledges that the Owner is not the manufacturer of the Goods, the manufacturer's agent or the seller's agent or the licensor or supplier of the Software. The Hirer agrees that the Owner neither gives nor has given, nor any dealer, other previous owner of the Goods or any person purporting to act with the authority of the Owner has given, any condition, warranty or representation whatsoever in favour of the Hirer; (i) as to the condition or quality of the Goods including, without limitation, latent and other defects and whether or not discoverable by the Owner and the Hirer; (ii) as to the suitability or fitness for ordinary or any special use or purpose of the Goods; (iii) as to the correspondence by the Goods to any description of them; (iv) as to the Owner's ownership or title to the Goods; or (v) as to any payment of any customs or excise or import duty or tax or any other form of taxation or duty which may be payable in relation to or arising from the Goods. (2) Other implied terms and conditions excluded. (a) No further or other covenants or provisions, whether in respect of the Goods or otherwise will be deemed to be implied into this Agreement or will arise between the Hirer and the Owner by way of collateral or other agreement by reason of any promise, representation, warranty or undertaking given or made by the Owner, any dealer, other previous owner of the Goods or any person purporting to act with the authority of the Owner on or prior to the date of this Agreement. The existence of any such implication or collateral or other agreement is hereby negative. (b) Any covenant or provision which is deemed by statute to be incorporated into this Agreement but the operation of which may be lawfully excluded, restricted or modified by agreement between the Hirer and the Owner or otherwise is hereby, to the maximum extent possible, so excluded, restricted or modified. (3) Other implied terms and conditions relating to intellectual property and Software excluded. (a) The Hirer acknowledges that this Agreement does not convey any explicit or implicit license for the use of Software or intellectual property relating to Software. Any intellectual property rights to be granted are contained in a separate documentation between the Hirer and the intellectual property owner. (b) The Owner makes no representations or warranties with respect to the intellectual property rights with respect to the Software, including any patent, copyright and trademark rights of any person, in relation to infringement or otherwise. (4) Exclusion of liability. The Hirer acknowledges that, in connection with this Agreement and the transactions contemplated hereunder, each Affected Party shall not have any liability (whether in contract, tort or otherwise) to the Hirer except for direct damages (as opposed to special, indirect, consequential or punitive damages even if advised of the possibility of such damages (including without limitation, any loss of profits, business or anticipated savings)) determined in a final non-appealable judgement by a court of competent jurisdiction to have resulted from the Affected Party's gross negligence or wilful default. The Hirer's sole remedy for breach of conditions, representations or warranties relating to the Goods is against the supplier of the Goods or licensor of the Software and in the case of services, against the service provider.

**11. TAKAFUL/INSURANCE.** (1) Extent of Takaful/insurance. (a) Where the Goods comprised

in this Agreement is a motorvehicle, the Hirer must effect and maintain during the second and all subsequent years that the motor vehicle remains under Takaful/insurance of the motor vehicle with Takaful operators/insurers approved by the Owner against: (i) loss, damage or destruction caused by accident, fire, theft, strikes, riot and civil commotion; (ii) any insurable risks commonly protected/insured against in regard to motor vehicles; and (iii) such other insurable risks as the Owner may stipulate. The Goods shall be protected/insured for a value acceptable to the Owner in the joint names of the Owner and the Hirer or in the name of the Hirer bearing an endorsement of the Owner's interest and stating that no payment is to be made to the Hirer under the policy until the Owner's interest has been discharged. (b) Each Takaful/insurance policy must: (i) note the Owner's interest as the owner of the Goods; and (ii) provide that the Takaful/insurance will not be cancelled or any of the terms and conditions be amended without giving the Owner at least thirty (30) Business Days prior written notice (or ten (10) Business Days in the event of non-payment of contributions/premium). (2) Recovery of Takaful/insurance moneys. Whilst any moneys remain owing by the Owner under this Agreement, the Owner will be entitled to receive all moneys payable to the Hirer or to the Owner and the Hirer by the Takaful operators/insurers under any relevant Takaful/insurance policy or by any other person in respect of damage to, or loss of, the Goods. The Hirer hereby irrevocably appoints the Owner and each and every officer of the Owner the Hirer's agent to recover or compromise in the Hirer's and Owner's respective names any claim for loss or damage under any such policy or otherwise and to give effectual releases and receipts for any claim. (3) No obligation. The Owner shall be under no duty or obligation to examine any certificate or policies of Takaful/insurance or to advise the Hirer in the event that the Takaful/insurance is not in compliance with this Agreement. Failure to recover under any Takaful/insurance shall not relieve the Hirer from any of its duties and obligations under this Agreement. (4) Appropriation of Takaful/insurance proceeds. (a)The Owner is irrevocably authorized to appropriate any Takaful/insurance or other moneys received by it towards any moneys then due and owing by the Hirer to the Owner under this Agreement. (b) Any Takaful/insurance money received by the Owner after payment to it in full of the moneys due to the Owner under this Agreement will be paid to the Hirer. (c) The Owner may pay any Takaful/insurance moneys received by it in respect of damage to the Goods either to a repairer to effect the repair to or reinstatement of the Goods or to the Hirer on such conditions as the Owner may deem fit in order that the Hirer shall ensure that the repair or reinstatement is effected. The Hirer must from those moneys and to the extent that those moneys may be insufficient, from its own moneys reinstate and replace and repair and make good the Goods at least as nearly as possible to the condition in which they were immediately prior to such damage. (5) Protection of Takaful/insurance. The Hirer must not at any time do anything or do or suffer anything to be done to the Goods or use, modify or otherwise affect the Goods whereby the takaful/insurance on the Goods (whether effected and maintained by the Hirer or otherwise) against damage from any insurable risk may be rendered void or voidable or which would entitle Takaful operators/insurers to reduce or refuse a claim under any such policy. In respect of any Takaful/insurance effected and maintained by the Hirer in accordance with this Agreement, the Hirer must not, without the Owner's prior written consent, vary the takaful/insurance policy in any respect or enforce, conduct or settle any claim in respect of loss or damage to the Goods. The Hirer shall, not less than fourteen (14) days before the expiry of a policy of Takaful/insurance in respect of a motor vehicle inform the Owner that the Hirer has renewed the policy of Takaful/insurance or that the Hirer has caused a fresh policy to be issued. (6) "Hirer agrees to take up additional **coverage against all available force majeure risks** with any licensed takaful operator/insurance company operating in Malaysia. However, in the event that the protection for damages to the Goods caused by **force majeure is beyond the available takaful/insurance**

protection/coverage offered in the market, the **Owner shall be responsible for the damage provided that Hirer provides the Owner with proof that the damage was not caused by the Hirer's negligence** in such event where the damage is caused by force majeure. In the absence of proof that there was no negligence on the Hirer's part (such as police report, announcement by relevant authority, newspaper report or witness testimony), the Owner shall not be responsible or liable for the damage. For the purpose of clarity, **force majeure shall mean any reason beyond Hirer or Owner reasonable control** including but not limited to an event that prevents either party from performing their obligations in relation to this financing, earthquakes, cyclones, floods, lighting, hurricanes, any other natural calamities, war (declared or undeclared), invasions, act of foreign enemy, hostilities between nations, act of terrorism, strikes, civil in insurgencies or military usurped power, nuclear contamination, embargo, confiscation by government or any factor in a nature of force majeure".

**12. TRANSFER OF OWNERSHIP.** (1) Completion by Hirer. If the Hirer (having meanwhile duly observed all the terms and conditions of this Agreement whether express or implied) shall pay the Deposit, the Total Installments and all other sums payable by the Hirer to the Owner under this Agreement, then upon payment of the final Installment by the Hirer this Agreement and the hiring thereby constituted shall determine and the Hirer shall become the absolute owner of the Goods. (2) Early completion by Hirer. The Hirer may at any time (having meanwhile observed the terms and conditions of this Agreement whether express or implied) pay the Balance Due under this Agreement, then upon payment of the Balance Due at the time of completion by the Hirer this Agreement and the hiring thereby constituted shall determine and the Hirer shall become the absolute owner of the Goods.

**13. DEFAULT AND TERMINATION.** (1) Hirer may terminate. The hirer may at any time terminate the hiring and this Agreement by delivering up the Goods to the Owner to such address as the Owner may notify the Hirer. (2) Event of default. 2.1 If the Hirer defaults in the payment of two (2) or more Installments or the last Installment the Owner may (a) repossess the Goods either directly or through its agent or servant in accordance with the provisions of the HPA (wherein sections 16 - 19 of the HPA shall apply) and/or terminate this Agreement by notice in writing to the Hirer. 2.2 If the Hirer submits any false or forged document and/or information to the Owner to induce the Owner to enter into this Agreement, or if any representation and warranty referred to in Clause 9 herein is found by the Owner to be untrue, or if Goods are removed from the place where the Goods are to be located as stated in the Schedule to the Offer hereto without prior notice in writing to the Owner or if the Hirer breaches any provision of the Hire Purchase Act. 1967 other than that related to payment of Installments then upon the occurrence or happening of any such event, the Hirer shall be immediately deemed to be in unlawful possession of the Goods and the Owner shall be entitled without any notice whatsoever to immediately repossess the Goods without complying with sections 16 - 19 of the Hire Purchase Act. 1967 and the Agreement shall be deemed to be terminated immediately and thereafter the Owner may dispose of the Goods and the Hirer shall be liable for any loss suffered by the Owner. (3) Survival. All obligations and agreements of the Hirer contained in this Agreement shall survive expiration or termination of this Agreement.

**14. AMOUNTS DUE UPON EXPIRY AND UPON EARLY TERMINATION.** (1) Expiry: Upon the expiry of the Term the Hirer must pay to the Owner the Balance Due (if any). (2) Early termination: (a) Upon the early termination of this Agreement under Clause 13(1) or Clause 13 (2), the Owner: (i) will be entitled to retain all Installments and other moneys previously paid by the

Hirer to the Owner under this Agreement; (ii) may (in addition and without prejudice to the Owner's rights and remedies under Clause 14(2)(iii) below) recover from the Hirer as liquidated and ascertained damages, but not as a penalty, the Balance Due with respect to the Goods less the Net Proceeds of Sale of the Goods; and (iii) may recover from the Hirer on an indemnity basis any and all additional damages and expenses sustained or incurred by the Owner by reason of such early termination or by reason of the breach of any covenant, representation or warranty contained or implied in this Agreement other than for due payment of Installments. If the payment of any amount included in a payment required by Clause 14(2) to be made by the Hirer to the Owner is held to be unenforceable the payment will be unenforceable only to the extent of such amount. The Hirer's obligation to make the balance of the payment will remain unaffected by such unenforceability. (b) **Goodwill Discount.** Hirer who entered into Hire Purchase agreement with the Owner under the Rule of 78 method and elected for early termination under Clause 14, the Owner shall provide a Goodwill Discount under HPAA. The Goodwill Discount amount whichever part(s) of the sum the Owner determine to the most appropriate, and it is subject to (i) Hirer is an individual, micro business, or small business entity; (ii) Hirer defaults in payment not more than 90 days at the point of the early termination; (iii) Hirer account is not undergoing legal proceedings, or Owner had issued a repossession order; (iv) Hirer's account is under an existing Restructuring & Rescheduling (R&R) arrangement or enrolled in a debt management programme. (3) **Adjustment of Net Proceeds of Sale:** (a) If the Net Proceeds of Sale have been ascertained at the date upon which the payment required by Clause 14(1) or Clause 14(2) (as the case may be) is due to be made and such proceeds are less than the amount of such payment, the Hirer must pay the difference between the Net Proceeds of Sale and that amount to the Owner on the last day of the Term or on the early termination date (as the case may be). (b) If the Net Proceeds of Sale have not been ascertained at the date upon which the payment is required under Clause 14(1) or Clause 14(2) (as the case may be) is due to be made, the Hirer must pay the amount of such payment to the Owner on the last day of the Term or on the early termination date, as the case may be. When the Net Proceeds of Sale have been ascertained the Owner will pay to the Hirer an amount equal to the lesser of the Net Proceeds of Sale and the payment required by Clause 14(1) or Clause 14(2) (as the case may be).

**15. RETURN OF GOODS.** (1) **Redelivery of Goods by the Hirer:** Upon the expiry of this Agreement (other than where the Hirer has paid the Owner the Balance Due) or early termination of this Agreement (other than a termination pursuant to Clause 12(2) or where the Hirer has paid the Owner the Balance Due), the Hirer must immediately deliver the Goods, at the Hirer's expense appropriately protected and in the condition required by Clause 9(1), to such address as the Owner may notify the Hirer. (2) **Restoration.** If any item of the Goods is, in the Owner's opinion, not in the condition required under Clause 9(1) when returned to the Owner, the Hirer must promptly pay the Owner's expenses in restoring or refurbishing the Goods to such condition. (3) **Repossession of Goods by Owner:** If the Goods are not returned to the Owner as and when required by Clause 15(1), the Owner may retake possession of the Goods.

**16. SALE OR OTHER DISPOSAL OF GOODS UPON EXPIRY OR TERMINATION.** (1) **Sale or valuation of Goods:** (a) When the Owner obtains possession of the Goods under Clause 13 or 15, the Owner will be entitled to sell or otherwise dispose of the Goods in whole or in part by public auction, by tender, by private treaty or to or through persons dealing in Goods of the same or similar description and without having to obtain any valuation of the Goods or in any other manner and at such price and upon such terms and conditions as the Owner may at its sole and unfettered discretion (which discretion shall be final and binding upon the Hirer) deem fit. (b) If

the Goods are not sold by the Owner within one (1) month after the Owner has obtained possession of them, then for the purpose of Clause 14(1) and Clause 14(2) the Net Proceeds of Sale of the Goods is deemed nil. (2) Goods not returned to Owner: If the Goods are not returned to or recovered by the Owner within one (1) month of the expiry of the Term or the early termination of this hiring then for the purpose of Clause 14(1) and Clause 14(2) the Net Proceeds of Sale of the Goods will be deemed to be nil.

**17. ARTICLES FOUND IN THE GOODS.** The Owner shall not be responsible for any property or articles alleged by the Hirer to have been left in repossessed or returned Goods. In the event of any such property or articles being found in repossessed or returned Goods, unless they are collected by the Hirer within seven (7) days of the Owner giving to the Hirer written notice of the Owner's intention to sell such property or articles, the Owner may sell such property or articles after the expiration of the said period of seven (7) days and the net proceeds of sale shall be credited to the Hirer's account. Should the Owner be unable to sell the said property or articles the Owner may dispose them of or destroy them as the Owner deems fit. The Hirer shall indemnify the Owner against any claims by any third party to any such property or articles so sold disposed of or destroyed in which such third party has or claims an interest.

**18. OWNER'S RIGHT TO ASSIGN.** The Owner shall be entitled without any restriction whatsoever to transfer or assign to any Security Party to this Agreement or to any other person its rights, benefits and interests under this Agreement including theright or licence conferred on the Owner or its agent to repossess or seize the Goods and to enter upon land and building to sever and/or repossess the same.

**19. TELEPHONE RECORDING.** The Owner and the Hirer consent to the recording of telephone conversations pursuant to this Agreement. The tapes may be used by either party in any forum in which a dispute is sought to be resolved and each party shall retain tapes for a consistent period of time in accordance with its policy unless one party notifies to the other that a particular transaction is under review and warrants further retention.

**20. RECONSTRUCTION.** The liabilities and/or obligations created by this Agreement shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the Owner's constitution and similarly the liabilities and/or obligations created by this Agreement shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise howsoever in the Hirer's constitution and it is hereby expressly declared that no change of any sort whatsoever in relation to or affecting the Hirer shall in any way affect the liabilities and/or obligations created hereunder in relation to any transaction whether past, present or future.

**21. DISCLOSURE.** The Hirer hereby authorizes the transfer of any information relating to the Hirer (i) to and between the branches, representative offices, Affiliates or agents of the Owner and third parties selected by the Owner or any of them, wherever situated, for confidential use (including for data processing, statistical and risk analysis purposes). The Owner and any such branch, representative office, Affiliate, agent or third party may transfer and disclose any such information as required by any law, court, regulator or legal process; (ii) to a potential assignee or transferee or any other person proposing to enter into contractual transactions with the Owner in relation to this Agreement; and (iii) to any Security Party. No liability to the Hirer shall arise from

the provision of such information whether by reason of any misstatement, omission, delay or any other matter in connection thereto whatsoever.

**22. CONCLUSIVE EVIDENCE.** The entries made in the books, accounts or records by the Owner in accordance with the Owner's usual practice shall, be prima facie evidence of the existence and amounts of the Hirer's obligations recorded in them. A certificate by the Owner or any authorised officer or agent or solicitor of the Owner as to any sum payable to it under this Agreement and any other certificate, determination, notification or opinion provided for in this Agreement shall, in the absence of manifest error, be conclusive and binding on the Hirer.

**23. ACCEPTANCE OF INSTALLMENTS AFTER DEFAULT OR REPUDIATION.** Acceptance of any payment of Installments after the Owner has become aware of an Event of Default or an event constituting a repudiation of this Agreement by the Hirer will be without prejudice to the exercise by the Owner of the powers conferred upon the Owner by this Agreement and the law. Such acceptance will not operate as an election by the Owner either to exercise or not to exercise any of the Owner's rights, powers or privileges under this Agreement and the law.

**24. HIRER'S RISK.** Whenever the Hirer is obliged or required under this Agreement to do or effect any act, matter or thing, then the doing of such act, matter or thing will, unless this Agreement otherwise expressly provides, be at the sole risk and expense of the Hirer.

**25. RELATIONSHIP OF OWNER AND HIRER.** Nothing contained or implied in this Agreement will be deemed or construed to create the relationship or partnership or of principal and agent or of joint venture between the Owner and the Hirer. Specifically, it is understood and agreed that neither of the method of computation of terms charges, nor any other provision, nor any other acts of the Hirer and the Owner or either of them will be deemed to create any relationship between them other than the relationship of Owner and Hirer upon the terms and conditions only as provided in this Agreement.

**26. NOTICES.** Unless the Owner otherwise agrees in writing, every communication under this Agreement shall be in writing. All notices and communications by the Owner to the Hirer may be sent by post, telex, facsimile or such other means as are agreed to the last address, telex number or facsimile number notified by the Hirer to the Owner. Any writ of summons or other originating process may be served by the Owner on the Hirer by post. Any change of address, telex number or facsimile number of the Hirer shall become effective on the Hirer providing the Owner with at least ten (10) Business Days prior notice of such change. Communications by the Owner to the Hirer including any writ of summons or other originating process shall be deemed to have been received by the Hirer (i) if by personal delivery, when delivered; (ii) if by post, on the 2<sup>nd</sup> day after posting, postage prepaid, (iii) if by telex, when transmitted with confirmed answerback; and (iv) if by facsimile, at the time of successful transmission.

**27. SEVERABILITY AND SURVIVAL OF COVENANTS.** If any provision of this Agreement is or at any time becomes void or unenforceable the remaining provisions will continue in full force and effect. Any void or unenforceable provision will be replaced forthwith by a lawful and enforceable provision which so far as possible achieves the same economic benefit or burden for the Owner or Hirer as the unlawful or unenforceable provision was intended to achieve.

**28. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the Hirer and its successors and permitted assigns, and shall inure to the benefit of and be enforceable by the Owner,

its successors and assigns. The Hirer shall not voluntarily transfer or otherwise assign any of its obligations under this Agreement without the written consent of the Owner.

**29. MODIFICATION, NO WAIVER.** None of the terms of this Agreement may be waived or amended except in writing signed by the party against whose interest the term is waived or amended. Forbearance, failure or delay by the Owner in the exercise of a remedy shall not constitute a waiver, nor shall any exercise or partial exercise of any remedy preclude any further exercise of that or any other remedy. Any waiver or consent by the Owner shall be effective only in the specific instance and for the specific purpose for which it is given and shall not be deemed, regardless of frequency given, to be a further or continuing waiver or consent.

**30. ENTIRE AGREEMENT; REMEDIES CUMULATIVE.** This Agreement constitutes the entire agreement between the parties concerning the hiring of the Goods and supersedes all prior or simultaneous agreements, written or oral. All rights and remedies of the Owner under this Agreement and other documents delivered in connection with this Agreement or otherwise directly or indirectly related to this Agreement are cumulative and in addition to any other right or remedy available under this Agreement or the law.

**31. LANGUAGE.** Any communication given under or in connection with this Agreement shall be in English. All other documents provided under or in connection with this Agreement or any Security Document shall be in English, or if not in English, accompanied by a certified English translation and, in this case, the English translation shall prevail unless the document is a statutory or other official document.

**32. TIME.** Time is of the essence of this Agreement.

**33. FURTHER ASSURANCES.** The Hirer must at its expense do any further act matter or thing and execute any further documents which the Owner may request in order to give proper effect to this Agreement and to protect the Owner's title to the Goods and the Owner's rights, powers and remedies under this Agreement and the HPA.

**34. GOVERNING LAW.** This Agreement and the rights and obligations of the Owner and the Hirer shall be governed by and subject to the laws of Malaysia.

**35. JURISDICTION.** The Hirer now irrevocably submits to the non-exclusive jurisdiction of the courts of Malaysia, for itself, and in respect of any of its property. The Hirer irrevocably waives any objection to venue or any claim of inconvenience. The Hirer agrees that final judgment against it in any action or proceeding shall be enforceable in any other jurisdiction within or outside Malaysia by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment.

**36. SERVICE OF PROCESS.** The Hirer agrees that any service of originating process including summons or a writ of summons or other legal process may be served upon the Hirer by hand or by post to the address stated in the Schedule to the Offer or the last known address of the Hirer and if served by hand shall be deemed to be served when delivered and if served by post 2 days after the time of posting despite any evidence to the contrary.

## NON - ACT GOODS

1. **DEFINITIONS AND INTERPRETATION.** (1) **Definitions:** In this Agreement, unless the contrary intention appears, "**Affiliate**" shall mean in relation to any person, any present or future entity controlled, directly or indirectly, by that person, any present or future entity that controls, directly or indirectly that person, or any present or future entity directly or indirectly under common control with that person; "**Balance Due**" means, in respect of the Goods at the relevant time, that amount which is, at that time, the sum of: (i) all Instalments and other amounts due or accrued under this Agreement and (ii) the balance of the Instalments that would have been payable during the remainder of this hiring, less such rebates calculated by multiplying the terms charges by the sum of all the whole numbers from number one to the number which is the number of complete months in the period of the agreement still to go (both inclusive) and by dividing the product so obtained by the sum of all the whole numbers from one to the number which is the total number of complete months in the period of the agreement (both inclusive); "**Business Day**" means a business day as declared by Bank Negara Malaysia; "**Delivery Acceptance Certificate**" means the certificate evidencing the Hirer's acceptance of the Goods in such form as may be required by the Owner from time to time; "**Deposit**" means the deposit specified in the Schedule to the Offer; "**Goods**" means the Goods described in the Schedule to the Offer as well as each or any replacement, altered or substitute part and all appliances, parts, components, instruments, appurtenances, accessories and other Goods which may from time to time be incorporated or installed in or attached to the Goods and, except where the context otherwise requires, includes any part of such Goods ; "**Commencement Date**" means the commencement date of the hiring stated in the Memorandum of Acceptance; "**HPA**" means the Hire Purchase Act, 1967 (Act 212) and includes any statutory amendment or re-enactment thereof; "**Instalment**" means the amount stated in the Schedule to the Offer, and "**Total Instalments**" means the amount of Instalments payable for the whole period of the Term, being the balance originally payable under this Agreement as stated in the Schedule to the Offer; "**Instalment Payment Dates**" means the times stated in the Schedule to the Offer; "**Location**" means the premises or address at which the Owner and Hirer have agreed in writing from time to time that the Goods will be kept or located being at the date of this Agreement, the premises and or address stated in the Schedule to the Offer ; "**Net Proceeds of Sale**" means the proceeds of sale or other disposal of the Goods (whether upon the expiry of the Term or the earlier termination of the Term or otherwise) received by the Owner after deducting all expenditure, including a sum for legal costs (on a full indemnity basis) and expenses incurred by the Owner in the seizure, storage and valuation of the Goods, costs and expenses of and incidental to the sale or attempted sale or other disposal of the Goods by the Owner and costs and expenses of and incidental to related enforcement advice or action or both; "**Ringgit Malaysia**" or "**RM**" denotes the lawful currency of Malaysia; "**Security Documents**" means collectively the guarantees, indemnities and security documents heretofore or hereafter provided by the Security Parties to secure any of the Hirer's obligations under this Agreement and without limiting the generality of the foregoing, includes the documents set out in the Schedule to the Offer; "**Security Parties**" means collectively, any person who has heretofore or hereafter guaranteed, provided an indemnity or provided any security to secure any of the Hirer's obligations under this Agreement and without limiting the generality of the foregoing includes the person(s) whose names and particulars are set out in the Schedule to the Offer; "**Term**" means the period specified in the Schedule to the Offer; "**this hiring**" means the hiring made on the terms and conditions set out in this Agreement as varied or supplemented from time to time; "**losses**" wherever mentioned, unless the contrary intention appears, would include any loss, cost, damage, expense (including legal costs on a full indemnity basis and any costs in connection with Owner's purchase of the Goods and/or Software License),

claim, demand, liability, action, suit and proceeding. **“Prepaid instalments”** means any amount as set out in the Schedule hereto as security for the due observance of the terms and conditions of this Agreement, such amount of prepaid instalments shall not be refundable under any circumstances; **“Owner”** means Bank Muamalat Malaysia Berhad [Co. No:196501000376 (6175-W)] and includes any person to whom the Owner’s rights or liabilities under the Agreement have been assigned or transferred by operation of law. (2) **Interpretation:** In this Agreement, unless the contrary intention appears, a reference to: - a **“Clause”**, a **“Schedule”**, an **“Appendix”** or an **“Annexure”** is a reference to a clause of, a schedule to, an appendix to, or an annexure, to this Agreement; a **“month”** means a period beginning in one calendar month and ending in the next calendar month on the day numerically corresponding to the day of the calendar month on which it commences, or where there is no such date in the next calendar month numerically corresponding as aforesaid, the last day of such calendar month, and **“months”** and **“monthly”** shall be construed accordingly; a **“person”** includes any individual, company, corporation, firm, partnership, joint venture, association, organization, trust, state or agency of a state (in each case, whether or not having separate legal personality); if there are two (2) or more persons comprised in the expression **“the Hirer”** (each a **“Contracting Party”**), (i) each Contracting Party shall be deemed a **“Hirer”** hereunder, (ii) each Contracting Party shall be jointly and severally liable for all the obligations hereunder, and (iii) notices from the Owner in connection with this Agreement to any Contracting Party and notices from, or the consent of, either Contracting Party in connection with this Agreement shall be sufficient to bind all Contracting Parties; the term **“including”** means **“including without limitation”**; words (including words defined herein) denoting the singular number shall also include the plural and vice versa; and reference to a sub-clause or a paragraph is to a sub-clause or paragraph of the Clause in which such reference appears; and any reference to a statute or legislation includes any statutory modification or re-enactment thereof. Headings are included only for convenience and are not interpretive.

**2. HIRE PURCHASE-i.(NON-ACT)** On and from the Commencement Date, the Owner shall hire to the Hirer, and the Hirer shall take on hire the goods from the Owner, for the Term at the Total Instalments, and on the terms and conditions contained in this Agreement. **However, that the provisions of the Hire Purchase Act, 1967 [Act 212] shall not apply to this Agreement.** The Hirer shall not use the Goods for any purpose that contravenes the Shariah principles.

**3. DELIVERY AND INSPECTION OF GOODS.** (1) Hirer to obtain possession of Goods. (a) On and from the hire purchase-i Commencement Date and at the Hirer’s own expense the Owner shall give and the Hirer shall take possession of the Goods. (b) Notwithstanding the obligations imposed on the Owner by Clause 3(1)(a) the Hirer must make any arrangements necessary to enable the Hirer to obtain delivery of the Goods. The Owner will not be liable for any delay in obtaining, or (where delivery is to be made by a third party whether acting as agent of the Hirer or the Owner or otherwise) refusal of delivery or for any damage incurred by the Goods in the course of delivery. (2) Hirer’s inspection of Goods. The Hirer acknowledges that the Hirer has examined the Goods and has satisfied itself as to the Goods condition, quality and safety, their fitness for the Hirer’s purpose and their compliance with their description.

**4. OWNERSHIP AND LOCATION OF THE GOODS.** (1) The Owner retains title to Goods. The Owner retains full title to the Goods subject only to the rights of the Hirer as a mere bailee of the Goods with a right only to use them in accordance with, and under this Agreement. The Hirer shall take such action as the Owner requires to preserve the Owner’s rights in, and title to the Goods. (2) No unauthorized removal from Location. The Hirer must not remove or cause or permit the Goods

to be removed out of the state or the territory of Malaysia where the Location is situated, without the Owner's prior written consent.

**5. RENTS AND OTHER PAYMENTS.** (1) Amounts payable by the Hirer. (a) Duties, taxes, etc. The Hirer must pay any and all rates, and other taxes (excluding any income tax payable by the Owner), permit, licence and other fees, outgoings, penalties, fines, demands, charges or costs, stamp and other duties and registration fees and assessments imposed by any court or by any federal, state or municipal, statutory or other authority or otherwise (including any related charges, penalties or fines) at any time directly or indirectly upon the Goods, the Owner, the Hirer on account of the Owner, or otherwise upon or in respect of this Agreement. (b) Takaful /Insurance. The Hirer must pay all contributions/premiums and other amounts of whatever nature necessary or desirable in the Owner's opinion to maintain each and all of the Takaful/insurance required by this Agreement. Upon request by the Owner, the Hirer must produce to the Owner originals or certified true copies of the Takaful/insurance policies and the receipts evidencing payment of the contributions/premiums and other amounts. (c) Use and repair of Goods. The Hirer must pay all repair and operating expenses in respect of the Goods including (without limitation) the cost of replacement parts and accessories and the costs of complying with any requirements referred to in Clause 9. (d) Deposit. The Hirer must pay the Deposit at such time and to such person as stated in the Schedule to the Offer and/or the Offer. (e) Instalment. The Hirer must pay to the Owner without previous demand the Instalments, at the Instalment Payment Dates notwithstanding any defects or the breakdown loss or damage to the Goods or that for any reason the Hirer is not in possession control or use of the Goods. (2) Owner may make payments. If the Hirer fails to pay punctually any outgoings referred to in Clause 5(1)(a), 5(1)(b) or 5(1)(c) by its due date for payment the Owner may, at its discretion, pay the outgoing. In that case, the Hirer must on demand reimburse the Owner for the amount paid and shall indemnify the Owner in respect thereof. (3) Enforcement costs and expenses. The Hirer must on demand reimburse the Owner for all costs, charges, expenses, fees, disbursements (including all legal and other consultants costs on a full indemnity basis) paid or incurred by the Owner of or incidental to: (i) any breach, default or repudiation of this Agreement by the Hirer; and (ii) the exercise or attempted exercise of any right, power, privilege, authority or remedy of the Owner under or by virtue of this Agreement, including repossession repairing, refurbishing and storage costs. (4) Late payment. The Hirer agrees to pay to the Owner compensation on all overdue Instalments at the rate and in the manner prescribed by Bank Negara Malaysia and shall be paid on demand. (5) Method of payment. (a) All payments to be made hereunder by the Hirer shall be made in full without set-off or counterclaim in immediately available funds in Ringgit Malaysia. Any payment made by the Hirer otherwise than at the place of payment as stated in the Schedule to the Offer or at an address for the time being expressly approved in writing by the Owner and any payment made through any automated teller machine or other electronic terminal or sent by tele transmission, any electronic means, post, courier or other similar means shall be at the Hirer's risk. The time of receipt of such payment shall be the actual time of receipt by the Owner at the Owner's address stated in the Schedule to the Offer. The Owner shall only credit any sum paid by cheque or other instrument to the Hirer's account after clearance of such cheque or instrument by the Owner's banker. (b) If the amount received by the Owner from the Hirer on any date is less than the total sum remaining or becoming due under this Agreement on that date, the Hirer waives all rights as to the appropriation of payments and regardless of any appropriation or all or part of that amount by the Hirer, the Owner shall apply that amount in payment of whichever part(s) of that sum the Owner determine to be most appropriate. Whenever any payment hereunder shall be due on a day which is not a Business Day, such payment shall be made on the preceding Business Day. (6) Unconditional obligations. The Hirer acknowledges and

agrees that the Hirer's obligation to make all payments due under this Agreement and the rights of the Owner in and to such payments is absolute and unconditional. Such moneys will continue to be payable in all events in the manner and at the times provided. (7) Prepaid Instalment. if the Owner, at its absolute discretion requires the Hirer to pay the prepaid instalments in the amount as set out in the Schedule hereto as security for the due observance of the terms and conditions of this Agreement, such amount of prepaid instalments shall not be refundable under any circumstances. In the event of occurrence of any event of default by the Hirer under Clause 13 hereof, the Owner may apply these prepaid instalments to discharge any liability of the Hirer to the Owner under this Agreement. Provided that the Hirer has fully performed and observed all the stipulations, terms, and conditions of this Agreement and that there are no outstanding sums due from the Hirer, the Owner shall apply the prepaid instalments in satisfaction of the Instalments due and owing at the end of the hiring period under this Agreement, as stipulated in the Schedule hereto.

**6. INDEMNITIES.** (1) Goods used at Hirer's risk. The Hirer agrees to use, operate and possess the Goods at the Hirer's risk. The Hirer agrees that the Owner will have no responsibility or liability for any loss or damage to any property of the Hirer. The Hirer releases and discharges the Owner and its Affiliates and in each case each of their officers, directors, employees, agents or representatives (the Owner, its Affiliates and each of their officers, directors, employees, agents and representatives shall hereinafter be referred to as "Affected Parties", and each an "Affected Party") from: (i) all claims and demands on each Affected Party; and (ii) any loss or damage whatsoever and whenever caused to the Hirer or its agents or employees or any other party whether by way of death of, or injury to, any person of any nature or kind, accident or damage to property, delay, financial loss or otherwise, arising directly or indirectly from or incidental to a breakdown of, or defect in, the Goods or any accident to or involving the Goods or their use, operation, repair, maintenance or storage (whether occasioned by the negligence of each Affected Party or otherwise) or which may otherwise be suffered or sustained in, upon or near the Goods. (2) Indemnity against other costs and liabilities. The Hirer unconditionally and irrevocably agrees that it will at all times assume liability for, and fully indemnify harmless each Affected Party from and against any and all actions, proceedings, liabilities, claims, demands, losses, damages, costs and expenses of whatever nature which each Affected Party may at any time and from time to time directly or indirectly sustain, incur or suffer: (i) by reason of this Agreement; (ii) as a result of the enforcement of this Agreement; (iii) as a result of the occurrence or continuation of any event of default by the Hirer; (iv) as a result of any act or omission, whether rightful or wrongful or any other cause beyond the Owner's control; (v) arising out of or alleged to arise out of the delivery, selection, purchase, acceptance or rejection, ownership, possession, use (including by reason of the use or incorporation of any invention resulting in infringement of patents), repair, maintenance, storage, or operation of the Goods, and by whomsoever used or operated (except where used by the Owner or any person on behalf of the Owner); or (vi) incurred by the Owner in respect of any loss of the Goods by seizure, distress, execution, or other legal process, confiscation or forfeiture of the Goods. Without prejudice to the generality of the foregoing, the Hirer covenants and undertakes to pay to each Affected Party by way of indemnity at any time and from time to time immediately upon demand by each Affected Party all monies and liabilities whatsoever which may from time to time be claimed or demanded from each Affected Party which each Affected Party may pay or become liable to pay or sustain, incur or suffer under or by reason of or in connection with this Agreement. (3) Survival of indemnities. The indemnities and assumptions of liability contained in Clause 6 herein will continue in full force and effect notwithstanding the termination of this Agreement whether by expiration or otherwise as to any act or omission relating to the Goods occurring during the continuance of this Agreement which at any time is claimed to have created a cause of action against the Owner or

assumption of liability by the Hirer.

7. **RELIANCE.** Without limiting any other provision of this Agreement, the Owner: (i) may (but shall not be required) rely upon any oral, telephonic, telegraphic, facsimile, electronic, written or other communication believed in good faith (i.e. honesty in fact in the conduct or transaction concerned) to have been authorized by the Hirer, whether or not given or signed by an authorized person; (ii) shall not be responsible for errors, omissions, interruptions or delays in transmission or delivery of any message, advice or document in connection with this Agreement, whether transmitted by courier, mail, telex, any other telecommunication, or otherwise (whether or not they be in cipher).

8. **COVENANTS** (1) Condition of Goods. (a) The Hirer must at all times keep and maintain the Goods properly serviced, in proper working order and condition. (b) The Hirer must ensure that the Goods are properly maintained by the manufacturer or supplier of the Goods, a person certified by the manufacturer or supplier to maintain the Goods or any other party approved by the Owner ("service provider"). (c) The Hirer agrees that the Owner is not responsible for and makes no warranty or representation whatsoever regarding the quality of services or performance of any obligation by the service provider under any maintenance agreement. The Owner is not liable to the Hirer for any breach of the maintenance agreement, negligence or default by the service provider. (2) Use of Goods. The Hirer must only operate and maintain the Goods for his personal use or business purposes in the conduct of the Hirer's business, for the purpose for which it was designed, in compliance with all relevant laws, in compliance with all Takaful/insurance policies (whether effected and/or maintained by the Hirer or otherwise), with recognised methods and standards for goods of their type and only by competent and (where appropriate) properly qualified, trained and licensed personnel and by appropriate methods and standards of operation and must comply in all respects with the instructions or recommendations of the manufacturer or other supplier relating to the Goods and to their use and in accordance with the requirements of any maintenance specifications or special maintenance requirements under this Agreement. (3) Compliance with safety rules. The Hirer must comply in all respects with all applicable laws, regulations, requirements and rules reasonably necessary for the safe and lawful operations of the Goods. (4) Additions, etc. If any additional or other goods, appliance, part, instrument, appurtenance, accessory, replacement or alteration is required to be acquired, incorporated or installed in, or attached or made to the Goods in order to comply with the Hirer's obligations under this Agreement or in order that the Goods be in working or operating condition such additional or other goods, appliance, part, instrument, appurtenance, accessory, replacement or alteration will, unless otherwise agreed in writing by the Owner, without any further act of the Owner and the Hirer or either of them, become the property of the Owner and be considered part of the Goods for all purposes of this Agreement. (5) Inspection of Goods by the Owner. (a) The Hirer grants to the Owner the right, and will ensure that others grant the Owner the right, at all reasonable times upon the Owner giving to the Hirer reasonable notice and without unduly interfering with the Hirer's operations to inspect the Goods or any maintenance records in respect of the Goods. (b) In the event that the Owner shall be of the opinion (which opinion shall be final and binding upon the Hirer) that it is advisable for the Owner to make such inspection immediately in order to preserve or protect the Goods or the Owner's interest or title therein, then no notice will be required to be given by the Owner to the Hirer under Clause 8(5)(a) and the prohibition in that clause on the Owner unduly interfering with the Hirer's operations will not apply. (6) Owner may remedy. If the Hirer fails to carry out its obligations under this Clause 8 it will be lawful but not obligatory for the Owner to enter upon or into the Location with workmen and others and all necessary materials for the

purpose of carrying out those requirements and ensuring that the value of the Goods is not adversely affected. (7) Registration. If the Goods is a registrable item, the Hirer must keep the Goods duly registered at all times as required by law in the name of the Hirer as if the Hirer were the owner with the Owner's claim or beneficial interest endorsed or noted and, where permitted by law, in the name of the Owner as proprietor. (8) Name plates and identification of Goods. The Hirer shall at the request of the Owner and at the Hirer's cost affix or display at such prominent part of the Goods or otherwise as stipulated by the Owner such name plate or any other identifying mark or number and must not without the Owner's prior written consent remove, change, alter or deface any name plate or other identifying mark or number. (9) Notification of Owner's ownership of the Goods. The Hirer must notify any person seizing the Goods of the ownership of the Owner and must give immediate notice to the Owner of such seizure and shall ensure that such Goods be returned to the Owner immediately at such address as the Owner may notify the Hirer. (10) No dealings with the Goods. The Hirer must not without the Owner's prior written consent; (i) agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Goods; or (ii) conceal or alter the Goods or make any addition to the Goods except as required pursuant to this Clause 8. If any addition, attachment, alterations or improvements is made to the Goods without the Owner's prior written consent, the Hirer is then responsible for all costs relating to the removal of any addition, attachment, alterations or improvements which the Owner requests. The Hirer shall, at its own cost and expense, restore each item of Goods to the condition and value (as though no addition, attachment, alteration or improvement had been made to such item of Goods). (11) Liens. The Hirer must not without the Owner's prior written consent, suffer any encumbrance, charge or lien of any kind to arise or remain on the Goods or any part of the Goods. (12) Return of documents. If the Goods are registered in the name of the Hirer as required by this Clause 8 then, upon the Hirer becoming bound to return the Goods to the Owner under any provision of this Agreement, the Hirer must forthwith at the Hirer's expense do such acts or execute any documents which the Hirer may request in order to have the Goods registered and protected/insured in the name of the Owner or of any person nominated by the Owner as owner. The Hirer must also give all notices and pay all costs, fees, stamp duty and other outgoings payable in relation to such transfer of registration and such Takaful/insurance. (13) Access. The Hirer will permit the Owner to inspect its books and records. (14) Compliance with all laws. The Hirer shall comply with all Malaysian and foreign laws, regulations and rules (including foreign exchange regulations, and other relevant regulations) now or later applicable to this Agreement, or the Hirer's execution, delivery and performance under this Agreement and deliver to the Owner, upon reasonable request, satisfactory evidence of such compliance. (15) Obtain all necessary licences, permits and permissions. The hirer agrees that will obtain all necessary licences, permits and permissions for the use of the Goods and not to use the Goods or permit the same to be used contrary to law or any regulation or bylaw for the time being in force.

**9. REPRESENTATIONS AND WARRANTIES.** (1) Hirer's representations and warranties. The Hirer represents and warrants to the Owner that: - (i) he is not an undischarged bankrupt, it is validly existing and in good standing under the laws of the jurisdiction in which it is organised; (ii) its execution, delivery and performance of this Agreement are within its powers, have been duly authorised, do not contravene any contract binding on it or affecting it or any of its properties, do not violate any applicable law or regulation, and do not require any notice, filing or other action to or by any governmental authority; (iii) this Agreement is valid and binding upon the Hirer; (iv) the financial statements most recently received by the Owner fairly present its financial position in accordance with generally accepted accounting principles, and there has been no material adverse

change in the Hirer's business, condition (financial or otherwise), operations or prospects since the date of such financial statements; (v) all information furnished by the Hirer in connection with this Agreement do not contain any untrue statement or omit to state any fact the omission or which makes any statements made therein in the light of the circumstances under which they were made, misleading and the Hirer is not aware of any material facts or circumstances that have not been disclosed to the Owner which might, if disclosed, adversely affect the decision of a person considering whether or not to provide financing to the Hirer; and (vi) there is no pending or threatened action which may materially adversely affect its business, condition (financial or otherwise), operations or prospects or which purports to affect the validity or enforceability of this Agreement. (2) Deemed repetition. The representations and warranties set out in Clause 9(1) shall survive the execution of this Agreement and will be deemed to be repeated (updated as appropriate) on each day until payment by the Hirer of all moneys payable under or pursuant to this Agreement.

**10. EXCLUSION OF LIABILITY.** (1) Implied terms and conditions regarding Goods excluded. The Hirer warrants to the Owner that the Hirer has relied on the Hirer's own skill and judgement in selecting the Goods. The Hirer hires the Goods from the Owner "as is where is" and acknowledges that the Owner is not the manufacturer of the Goods, the manufacturer's agent or the seller's agent or the licensor or supplier of the Software. The Hirer agrees that the Owner neither gives nor has given, nor any dealer, other previous owner of the Goods or any person purporting to act with the authority of the Owner has given, any condition, warranty or representation whatsoever in favour of the Hirer; (i) as to the condition or quality of the Goods including, without limitation, latent and other defects and whether or not discoverable by the Owner and the Hirer; (ii) as to the suitability or fitness for ordinary or any special use or purpose of the Goods; (iii) as to the correspondence by the Goods to any description of them; (iv) as to the Owner's ownership or title to the Goods; or (v) as to any payment of any customs or excise or import duty or tax or any other form of taxation or duty which may be payable in relation to or arising from the Goods. (2) Other implied terms and conditions excluded. (a) No further or other covenants or provisions, whether in respect of the Goods or otherwise will be deemed to be implied into this Agreement or will arise between the Hirer and the Owner by way of collateral or other agreement by reason of any promise, representation, warranty or undertaking given or made by the Owner, any dealer, other previous owner of the Goods or any person purporting to act with the authority of the Owner on or prior to the date of this Agreement. The existence of any such implication or collateral or other agreement is hereby negative. (b) Any covenant or provision which is deemed by statute to be incorporated into this Agreement but the operation of which may be lawfully excluded, restricted or modified by agreement between the Hirer and the Owner or otherwise is hereby, to the maximum extent possible, so excluded, restricted or modified. (3) Other implied terms and conditions relating to intellectual property and Software excluded. (a) The Hirer acknowledges that this Agreement does not convey any explicit or implicit

licence for the use of Software or intellectual property relating to Software. Any intellectual property rights to be granted are contained in a separate documentation between the Hirer and the intellectual property owner. (b) The Owner makes no representations or warranties with respect to the intellectual property rights with respect to the Software, including any patent, copyright and trademark rights of any person, in relation to infringement or otherwise. (4) Exclusion of liability. The Hirer acknowledges that, in connection with this Agreement and the transactions contemplated hereunder, each Affected Party shall not have any liability (whether in contract, tort or otherwise) to the Hirer except for direct damages (as opposed to special, indirect, consequential or punitive damages even if advised of the possibility of such damages (including without limitation, any loss of profits, business or anticipated savings)) determined in a final non-appealable judgement by a

court of competent jurisdiction to have resulted from the Affected Party's gross negligence or wilful default. The Hirer's sole remedy for breach of conditions, representations or warranties relating to the Goods is against the supplier of the Goods or licensor of the Software and in the case of services, against the service provider.

**11. TAKAFUL/INSURANCE.** (1) Extent of Takaful/insurance. (a) Where the Goods comprised in this Agreement is a motor vehicle, the Hirer must effect and maintain during the second and all subsequent years that the motor vehicle remains under Takaful/insurance of the motor vehicle with Takaful operators/insurers approved by the Owner against: (i) loss, damage or destruction caused by accident, fire, theft, strikes, riot and civil commotion; (ii) any insurable risks commonly protected/insured against in regard to motor vehicles; and (iii) such other insurable risks as the Owner may stipulate. The Goods shall be protected/insured for a value acceptable to the Owner in the joint names of the Owner and the Hirer or in the name of the Hirer bearing an endorsement of the Owner's interest and stating that no payment is to be made to the Hirer under the policy until the Owner's interest has been discharged. (b) Each Takaful/insurance policy must: (i) note the Owner's interest as the owner of the Goods; and (ii) provide that the Takaful/insurance will not be cancelled or any of the terms and conditions be amended without giving the Owner at least thirty (30) Business Days prior written notice (or ten (10) Business Days in the event of non-payment of contributions/premium). (2) Recovery of Takaful/insurance moneys. Whilst any moneys remain owing by the Owner under this Agreement, the Owner will be entitled to receive all moneys payable to the Hirer or to the Owner and the Hirer by the Takaful operators/insurers under any relevant Takaful/insurance policy or by any other person in respect of damage to, or loss of, the Goods. The Hirer hereby irrevocably appoints the Owner and each and every officer of the Owner the Hirer's agent to recover or compromise in the Hirer's and Owner's respective names any claim for loss or damage under any such policy or otherwise and to give effectual releases and receipts for any claim. (3) No obligation. The Owner shall be under no duty or obligation to examine any certificate or policies of Takaful/insurance or to advise the Hirer in the event that the Takaful/insurance is not in compliance with this Agreement. Failure to recover under any Takaful/insurance shall not relieve the Hirer from any of its duties and obligations under this Agreement. (4) Appropriation of Takaful/insurance proceeds. (a) The Owner is irrevocably authorized to appropriate any Takaful/insurance or other moneys received by it towards any moneys then due and owing by the Hirer to the Owner under this Agreement. (b) Any Takaful/insurance moneys received by the Owner after payment to it in full of the moneys due to the Owner under this Agreement will be paid to the Hirer. (c) The Owner may pay any Takaful/insurance moneys received by it in respect of damage to the Goods either to a repairer to effect the repair to or reinstatement of the Goods or to the Hirer on such conditions as the Owner may deem fit in order that the Hirer shall ensure that the repair or reinstatement is effected. The Hirer must from those moneys and to the extent that those moneys may be insufficient, from its own moneys reinstate and replace and repair and make good the Goods at least as nearly as possible to the condition in which they were immediately prior to such damage. (5) Protection of Takaful/insurance. The Hirer must not at any time do anything or do or suffer anything to be done to the Goods or use, modify or otherwise affect the Goods whereby the takaful/insurance on the Goods (whether effected and maintained by the Hirer or otherwise) against damage from any insurable risk may be rendered void or voidable or which would entitle Takaful operators/insurers to reduce or refuse a claim under any such policy. In respect of any Takaful/insurance effected and maintained by the Hirer in accordance with this Agreement, the Hirer must not, without the Owner's prior written consent, vary the takaful/insurance policy in any respect or enforce, conduct or settle any claim in respect of loss or damage to the Goods. The Hirer shall, not less than fourteen (14) days before the expiry of a policy

of Takaful/insurance in respect of a motor vehicle inform the Owner that the Hirer has renewed the policy of Takaful/insurance or that the Hirer has caused a fresh policy to be issued. (6) Force Majeure. Hirer agrees to take up additional **protection/coverage against all available force majeure risks** with any licensed takaful/insurance company operating in Malaysia. However, in the event that the protection for damages to the Goods caused by **force majeure is beyond the available takaful/insurance** protection offered in the market, the **Owner shall be responsible for the damage provided that Hirer provides the Owner with proof that the damage was not caused by the Hirer's negligence** in such event where the damage is caused by force majeure. In the absence of proof that there was no negligence on the Hirer's part (such as police report, announcement by relevant authority, newspaper report or witness testimony), the Owner shall not be responsible or liable for the damage. For the purpose of clarity, **force majeure shall mean any reason beyond Hirer or Owner reasonable control** including but not limited to an event that prevents either party from performing their obligations in relation to this financing, earthquakes, cyclones, floods, lighting, hurricanes, any other natural calamities, war (declared or undeclared), invasions, act of foreign enemy, hostilities between nations, act of terrorism, strikes, civil in insurgencies or military usurped power, nuclear contamination, embargo, confiscation by government or any factor in a nature of force majeure.

**12. TRANSFER OF OWNERSHIP.** (1) Completion by Hirer. If the Hirer (having meanwhile duly observed all the terms and conditions of this Agreement whether express or implied) shall pay the Deposit, the Total Instalments and all other sums payable by the Hirer to the Owner under this Agreement, then upon payment of the final Instalment by the Hirer this Agreement and the hiring thereby constituted shall determine and the Hirer shall become the absolute owner of the Goods. (2) Early completion by Hirer. The Hirer may at any time (having meanwhile observed the terms and conditions of this Agreement whether express or implied) pay the Balance Due under this Agreement, then upon payment of the Balance Due at the time of completion by the Hirer this Agreement and the hiring thereby constituted shall determine and the Hirer shall become the absolute owner of the Goods.

**13. DEFAULT AND TERMINATION.** (1) Hirer may terminate. The hirer may at any time giving thirty (30) days' notice in writing to the Owner of the intention to terminate the hiring and this Agreement by delivering up the Goods to the Owner to such address as the Owner may notify the Hirer. (2) Event of default. 2.1 If the Hirer defaults in the payment of two (2) or more Instalments or the last Instalment the Owner may (a) repossess the Goods either directly or through its agent or servant and/or terminate this Agreement by notice in writing to the Hirer. 2.2 If the Hirer submits any false or forged document and/or information to the Owner to induce the Owner to enter into this Agreement, or if any representation and warranty referred to in Clause 9 herein is found by the Owner to be untrue, or if Goods are removed from the place where the Goods are to be located as stated in the Schedule to the Offer hereto without prior notice in writing to the Owner, or if the Hirer shall abandon the Goods, or if the Hirer does any act or thing which in the Owner's opinion may prejudice or jeopardise its Ownership of the goods other than that related to payment of Instalments then upon the occurrence or happening of any such event, the Hirer shall be immediately deemed to be in unlawful possession of the Goods and the Owner shall be entitled without any notice whatsoever to immediately repossess the Goods and the Agreement shall be deemed to be terminated immediately and thereafter the Owner may dispose of the Goods and the Hirer shall be liable for any loss suffered by the Owner. (3) Survival. All obligations and agreements of the Hirer contained in this Agreement shall survive expiration or termination of this Agreement.

**14. AMOUNTS DUE UPON EXPIRY AND UPON EARLY TERMINATION.** (1) Expiry: Upon the expiry of the Term the Hirer must pay to the Owner the Balance Due (if any). (2) Early termination: Upon the early termination of this Agreement under Clause 13(1) or Clause 13 (2), the Owner: (i) will be entitled to retain all Instalments and other moneys previously paid by the Hirer to the Owner under this Agreement; (ii) may (in addition and without prejudice to the Owner's rights and remedies under Clause 14(2)(iii) below) recover from the Hirer as liquidated and ascertained damages, but not as a penalty, the Balance Due with respect to the Goods less the Net Proceeds of Sale of the Goods; and (iii) may recover from the Hirer on an indemnity basis any and all additional damages and expenses sustained or incurred by the Owner by reason of such early termination or by reason of the breach of any covenant, representation or warranty contained or implied in this Agreement other than for due payment of Instalments. If the payment of any amount included in a payment required by Clause 14(2) to be made by the Hirer to the Owner is held to be unenforceable the payment will be unenforceable only to the extent of such amount. The Hirer's obligation to make the balance of the payment will remain unaffected by such unenforceability. (3) Adjustment of Net Proceeds of Sale: (a) If the Net Proceeds of Sale have been ascertained at the date upon which the payment required by Clause 14(1) or Clause 14(2) (as the case may be) is due to be made and such proceeds are less than the amount of such payment, the Hirer must pay the difference between the Net Proceeds of Sale and that amount to the Owner on the last day of the Term or on the early termination date (as the case may be). (b) If the Net Proceeds of Sale have not been ascertained at the date upon which the payment is required under Clause 14(1) or Clause 14(2) (as the case may be) is due to be made, the Hirer must pay the amount of such payment to the Owner on the last day of the Term or on the early termination date, as the case may be. When the Net Proceeds of Sale have been ascertained the Owner will pay to the Hirer an amount equal to the lesser of the Net Proceeds of Sale and the payment required by Clause 14(1) or Clause 14(2) (as the case may be).

**15. RETURN OF GOODS.** (1) Redelivery of Goods by the Hirer: Upon the expiry of this Agreement (other than where the Hirer has paid the Owner the Balance Due) or early termination of this Agreement (other than a termination pursuant to Clause 12(2) or where the Hirer has paid the Owner the Balance Due), the Hirer must immediately deliver the Goods, at the Hirer's expense appropriately protected and in the condition required by Clause 9(1), to such address as the Owner may notify the Hirer. (2) Restoration. If any item of the Goods is, in the Owner's opinion, not in the condition required under Clause 9(1) when returned to the Owner, the Hirer must promptly pay the Owner's expenses in restoring or refurbishing the Goods to such condition. (3) Repossession of Goods by Owner: If the Goods are not returned to the Owner as and when required by Clause 15(1), the Owner may retake possession of the Goods.

**16. SALE OR OTHER DISPOSAL OF GOODS UPON EXPIRY OR TERMINATION.** (1) Sale or valuation of Goods: (a) When the Owner obtains possession of the Goods under Clause 13 or 15, the Owner will be entitled to sell or otherwise dispose of the Goods in whole or in part by public auction, by tender, by private treaty or to or through persons dealing in Goods of the same or similar description and without having to obtain any valuation of the Goods or in any other manner and at such price and upon such terms and conditions as the Owner may at its sole and unfettered discretion (which discretion shall be final and binding upon the Hirer) deem fit. (b) If the Goods are not sold by the Owner within one (1) month after the Owner has obtained possession of them, then for the purpose of Clause 14(1) and Clause 14(2) the Net Proceeds of Sale of the Goods is deemed nil. (2) Goods not returned to Owner: If the Goods are not returned to or recovered by the Owner within one (1) month of the expiry of the Term or the early termination of this hiring then for the

purpose of Clause 14(1) and Clause 14(2) the Net Proceeds of Sale of the Goods will be deemed to be nil.

**17. ARTICLES FOUND IN THE GOODS.** The Owner shall not be responsible for any property or articles alleged by the Hirer to have been left in repossessed or returned Goods. In the event of any such property or articles being found in repossessed or returned Goods, unless they are collected by the Hirer within seven (7) days of the Owner giving to the Hirer written notice of the Owner's intention to sell such property or articles, the Owner may sell such property or articles after the expiration of the said period of seven (7) days and the net proceeds of sale shall be credited to the Hirer's account. Should the Owner be unable to sell the said property or articles the Owner may dispose them of or destroy them as the Owner deems fit. The Hirer shall indemnify the Owner against any claims by any third party to any such property or articles so sold disposed of or destroyed in which such third party has or claims an interest.

**18. OWNER'S RIGHT TO ASSIGN.** The Owner shall be entitled without any restriction whatsoever to transfer or assign to any Security Party to this Agreement or to any other person its rights, benefits and interests under this Agreement including the right or licence conferred on the Owner or its agent to repossess or seize the Goods and to enter upon land and building to sever and/or repossess the same.

**19. TELEPHONE RECORDING.** The Owner and the Hirer consent to the recording of telephone conversations pursuant to this Agreement. The tapes may be used by either party in any forum in which a dispute is sought to be resolved and each party shall retain tapes for a consistent period of time in accordance with its policy unless one party notifies to the other that a particular transaction is under review and warrants further retention.

**20. RECONSTRUCTION.** The liabilities and/or obligations created by this Agreement shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the Owner's constitution and similarly the liabilities and/or obligations created by this Agreement shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise howsoever in the Hirer's constitution and it is hereby expressly declared that no change of any sort whatsoever in relation to or affecting the Hirer shall in any way affect the liabilities and/or obligations created hereunder in relation to any transaction whether past, present or future.

**21. DISCLOSURE.** The Hirer hereby authorizes the transfer of any information relating to the Hirer (i) to and between the branches, representative offices, Affiliates or agents of the Owner and third parties selected by the Owner or any of them, wherever situated, for confidential use (including for data processing, statistical and risk analysis purposes). The Owner and any such branch, representative office, Affiliate, agent or third party may transfer and disclose any such information as required by any law, court, regulator or legal process; (ii) to a potential assignee or transferee or any other person proposing to enter into contractual transactions with the Owner in relation to this Agreement; and (iii) to any Security Party. No liability to the Hirer shall arise from the provision of such information whether by reason of any misstatement, omission, delay or any other matter in connection thereto whatsoever.

**22. CONCLUSIVE EVIDENCE.** The entries made in the books, accounts or records by the Owner in accordance with the Owner's usual practice shall, be prima facie evidence of the existence and

amounts of the Hirer's obligations recorded in them. A certificate by the Owner or any authorised officer or agent or solicitor of the Owner as to any sum payable to it under this Agreement and any other certificate, determination, notification or opinion provided for in this Agreement shall, in the absence of manifest error, be conclusive and binding on the Hirer.

**23. ACCEPTANCE OF INSTALMENTS AFTER DEFAULT OR REPUDIATION.** Acceptance of any payment of Instalments after the Owner has become aware of an Event of Default or an event constituting a repudiation of this Agreement by the Hirer will be without prejudice to the exercise by the Owner of the powers conferred upon the Owner by this Agreement and the law. Such acceptance will not operate as an election by the Owner either to exercise or not to exercise any of the Owner's rights, powers or privileges under this Agreement and the law.

**24. HIRER'S RISK.** Whenever the Hirer is obliged or required under this Agreement to do or effect any act, matter or thing, then the doing of such act, matter or thing will, unless this Agreement otherwise expressly provides, be at the sole risk and expense of the Hirer.

**25. RELATIONSHIP OF OWNER AND HIRER.** Nothing contained or implied in this Agreement will be deemed or construed to create the relationship or partnership or of principal and agent or of joint venture between the Owner and the Hirer. Specifically, it is understood and agreed that neither of the method of computation of terms charges, nor any other provision, nor any other acts of the Hirer and the Owner or either of them will be deemed to create any relationship between them other than the relationship of Owner and Hirer upon the terms and conditions only as provided in this Agreement.

**26. NOTICES.** Unless the Owner otherwise agrees in writing, every communication under this Agreement shall be in writing. All notices and communications by the Owner to the Hirer may be sent by post, telex, facsimile or such other means as are agreed to the last address, telex number or facsimile number notified by the Hirer to the Owner. Any writ of summons or other originating process may be served by the Owner on the Hirer by post. Any change of address, telex number or facsimile number of the Hirer shall become effective on the Hirer providing the Owner with at least ten (10) Business Days prior notice of such change. Communications by the Owner to the Hirer including any writ of summons or other originating process shall be deemed to have been received by the Hirer (i) if by personal delivery, when delivered; (ii) if by post, on the 2<sup>nd</sup> day after posting, postage prepaid, (iii) if by telex, when transmitted with confirmed answerback; and (iv) if by facsimile, at the time of successful transmission.

**27. SEVERABILITY AND SURVIVAL OF COVENANTS.** If any provision of this Agreement is or at any time becomes void or unenforceable the remaining provisions will continue in full force and effect. Any void or unenforceable provision will be replaced forthwith by a lawful and enforceable provision which so far as possible achieves the same economic benefit or burden for the Owner or Hirer as the unlawful or unenforceable provision was intended to achieve.

**28. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the Hirer and its successors and permitted assigns, and shall inure to the benefit of and be enforceable by the Owner, its successors and assigns. The Hirer shall not voluntarily transfer or otherwise assign any of its obligations under this Agreement without the written consent of the Owner.

**29. MODIFICATION, NO WAIVER.** None of the terms of this Agreement may be waived or amended except in writing signed by the party against whose interest the term is waived or

amended. Forbearance, failure or delay by the Owner in the exercise of a remedy shall not constitute a waiver, nor shall any exercise or partial exercise of any remedy preclude any further exercise of that or any other remedy. Any waiver or consent by the Owner shall be effective only in the specific instance and for the specific purpose for which it is given and shall not be deemed, regardless of frequency given, to be a further or continuing waiver or consent.

**30. ENTIRE AGREEMENT; REMEDIES CUMULATIVE.** This Agreement constitutes the entire agreement between the parties concerning the hiring of the Goods and supersedes all prior or simultaneous agreements, written or oral. All rights and remedies of the Owner under this Agreement and other documents delivered in connection with this Agreement or otherwise directly or indirectly related to this Agreement are cumulative and in addition to any other right or remedy available under this Agreement or the law.

**31. LANGUAGE.** Any communication given under or in connection with this Agreement shall be in English. All other documents provided under or in connection with this Agreement or any Security Document shall be in English, or if not in English, accompanied by a certified English translation and, in this case, the English translation shall prevail unless the document is a statutory or other official document.

**32. TIME.** Time is of the essence of this Agreement.

**33. FURTHER ASSURANCES.** The Hirer must at its expense do any further act matter or thing and execute any further documents which the Owner may request in order to give proper effect to this Agreement and to protect the Owner's title to the Goods and the Owner's rights, powers and remedies under this Agreement.

**34. GOVERNING LAW.** This Agreement and the rights and obligations of the Owner and the Hirer shall be governed by and subject to the laws of Malaysia.

**35. JURISDICTION.** The Hirer now irrevocably submits to the non-exclusive jurisdiction of the courts of Malaysia, for itself, and in respect of any of its property. The Hirer irrevocably waives any objection to venue or any claim of inconvenience. The Hirer agrees that final judgment against it in any action or proceeding shall be enforceable in any other jurisdiction within or outside Malaysia by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment.

**36. SERVICE OF PROCESS.** The Hirer agrees that any service of originating process including summons or a writ of summons or other legal process may be served upon the Hirer by hand or by post to the address stated in the Schedule to the Offer or the last known address of the Hirer and if served by hand shall be deemed to be served when delivered and if served by post 2 days after the time of posting despite any evidence to the contrary.

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