



SALES SERVICES RENTAL

SCENIQUE TRADING COMPANY

Company No. 30632
 Lot 88, Ground & 1st Floor, Section 63 KTLD, Lorong 5,
 Jalan Datuk Abang Abdul Rahim
 P.O. Box 760, 93716 Kuching, Sarawak, Malaysia.
 Tel: 6082-339351, 6082-339352, 6082-339353 Fax: 6082-339354
 E- mail: sceniquetrading@gmail.com

RICOH

- **Copiers**
- **Facsimiles**
- **Copyprinters**
- **Binders**
- **Printers**
- **Projectors**

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 AGREEMENT NO : TRA004 /24 months/2021



TOTAL RENTAL AGREEMENT

25 MAR 2021

This AGREEMENT is made on this day of
 Between **SCENIQUE TRADING COMPANY** a company incorporated in Malaysia and having its place of business at **Lot 88, Ground & 1st Floor, Lorong 5, Section 63 KTLD, Jalan Datuk Abang Abdul Rahim, PO Box 760, 93716 Kuching, Sarawak** (hereinafter referred to as the Company) of the one part and the party named and described in Part 1 of the Schedule hereto (hereinafter referred to as the Renter). The Renter agrees to rent the Equipment as stated in Part 2 of the Schedule hereto (hereinafter referred to as the Equipment) on the Terms and Conditions stated herein.

SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF THE RENTER

Signature
 Name : Yeo Miang Hui
 Designation : Manager
 Date : 16/03/2021
 Company Stamp :



Signature
 Name : SEMAWI BIN ZAKARIA
 Designation : PENGURUS KANAN
 Date: MPC WILAYAH SARAWAK
 Company Stamp :



SCHEDULE
PART 1- RENTER

Name:.....**PERBADANAN PRODUKTIVITI MALAYSIA (MPC)**.....
.....(MALAYSIA PRODUCTIVITY CORPORATION).....
Company / Business Registration No:.....
Registered Office:...**LORONG PRODUKTIVITI, OFF JALAN SULTAN, 46200 PETALING JAYA,**.....
.....**SELANGOR D.E, MALAYSIA**.....
Business Office:.....**AS ABOVE**.....
Contact Person:H/P :
Telephone No:....03-79557266, 79557050, 79557085.....Fax : ...03-79578068, 79551824, 79540795.....

PART 2 – EQUIPMENT

General Description :.....**BRAND NEW RICOH DIGITAL COLOUR COPIER MACHINE**.....
Model / Type :**IMC2500**..... Serial No :.....
Model / Type :**MP2555SP**..... Serial No :.....
Accessories attached:.....**AUTO REVERSE DOCUMENT FEEDER, E-SORTOR, BYPASS TRAY,**.....
.....**DUPLEX UNIT (BOTH-SIDED PRINTING), 2 CASSETTES, CABINET,**.....
.....**PRINTER/SCANNER NETWORK AND FAX OPTION.**.....
Installation Location :...**894, LORONG DEMAK LAUT 3A, DEMAK LAUT INDUSTRIAL PARK,**.....
.....**93050 KUCHING, SARAWAK.**.....
Contact Person: **MISS. LYANA**..... Telephone No:.... 082-439959.....
Installation Date:.....

PART 3 – TOTAL CHARGES

Monthly rental charge per month	: RM...590.00 (For Model IMC2500).....
	: RM...418.00 (For Model MP2555SP)....
Deposit	: RM...NIL.....
Monthly meter charge per copy	: RM....0.03 (For black & white)....
	: RM....0.50 (For colour).....
FOC Copies per month	: 1,000 copies (For black & white only)..

PART 4 – INITIAL PERIOD

Commencement Date :....**01/05/2021**.....
Expiry Date :....**30/04/2023**.....
Duration :.....**24**.....months

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TERMS AND CONDITIONS

1. This Agreement is for the Initial Period as defined in Part 4 of the Schedule herein. Upon the expiry of the Initial Period this Agreement shall be deemed to be renewed upon the terms and subject to the conditions herein contained for a further period and shall continue to renew itself on the aforesaid basis (hereinafter referred to as "the Subsequent Period") for each renewal unless written notice of termination is given to the Company at least 90 days prior to the expiry of the Initial Period or of each Subsequent Period.
2. (a) Subject to Clause 2(b) herein, if the Renter shall terminate this Agreement before the expiry of the Initial Period, then the Renter shall be liable for the payment of all amounts due and unpaid up the date of termination plus the monthly rental charges as specified in Part 3 of the Schedule for the un-expired portion of the Initial Period referred to in Part 4 of the Schedule.
(b) If the Renter shall terminate the Agreement within **twenty four (24) months** from the Commencement Date as defined in the Part 4 of the Schedule herein, then the Renter shall be liable for the payment of the following:-
 - o All amounts due and unpaid up to the date of termination;
 - o The monthly rental charges as specified in Part 3 of the Schedule for the un-expired portion of the Initial Period referred to in Part 4 of the Schedule, plus
 - o The monthly minimum meter charges as specified in Part 3 of the Schedule for the un-expired portion of the first **twenty four (24) months** from the Commencement Date.
3. The rental charges for the use of the Equipment during the period of this Agreement shall be as specified in Part 3 of the Schedule hereto.
4. The Company will during normal working hours (currently 9.00am to 5.00pm on Monday to Friday and 9.00am to 1.00pm on Saturday, excluding national and local public holidays) and within a reasonable time from the receipt of request from the Renter:
 - (a) Replace parts necessary for the efficient working of the Equipment. The Renter hereby agrees that the Company shall keep and retain all parts removed from the Equipment which the company has replaced.
 - (b) Service (i.e. inspect, adjust and repair) the Equipment
PROVIDED THAT the Renter shall pay for any service and/or replacement which in the opinion of the Company is made necessary by accident, negligence, willful acts or default by the Renter, its servants or agents.
- Notwithstanding the above:
 - (i) The Company reserves the right to charge the Renter for additional maintenance that is required because of attachment or alteration made to the Equipment whether with or without the consent or knowledge of the Company.
 - (ii) The Renter undertakes to pay for
 - o Maintenance charges outside normal working hours as stated herein at the rates then currently charged by the Company, and
 - o Mileage charges at 50 sen per km if the Installation Address is outside the radius of 35 km. from the Company's business address; and
5. If the Renter fails to pay any amount due under Clause 4 of the Agreement, the Company reserves the right to
 - o Impose a late charge at the rate of 2% (subject to minimum of RM10.00) per month from the due date (Maximum 60 days credit term)
 - o Suspend all supplies and service of the Equipment until payment (inclusive of all late charges) is made in full by the Renter



6. The Renter acknowledges that the ownership and property of the Equipment shall throughout the period of this Agreement remain with the Company and the Renter shall have no right of property therein but is merely a bailee to use the same on the terms and subject to the conditions herein contained. The Renter shall not sell, pledge, re-hire or lend the Equipment to any other person or persons.
7. Notwithstanding anything stated herein, if:-
 - (a) the Renter defaults in the payment of any amount due under Part 3 of the Schedule for more than sixty (60) days after becoming due whether formally demanded or not;
 - (b) the Renter removes the Equipment from the Installation Address as stated in Part 2 of the Schedule without the prior written consent of the Company; or abandons the Equipment, or sells the Equipment to a third party or in the event that the Equipment is lost, stolen, destroyed and/or rendered useless (including but not limited to damage incapable of economic repair)
 - (c) The Renter refuses or obstructs or in any way prevents the Company, its servants and/or its authorized agents from taking a reading of the Meter of the Equipment to enable the Company to bill the Renter in accordance with the terms herein contained. For this purpose, it shall be deemed that the Renter shall have refused or obstructed or prevented the Company, its servants or authorized agents from taking a reading if the Company, its servants or authorized agents shall be unable to obtain a reading after three (3) separate attempts to do so during normal working hours.
 - (d) The Renter commits or suffers an act of bankruptcy or being a company, any steps or proceedings are taken to have the Renter wound-up, voluntarily or otherwise or if a meeting of the Renter's creditor is called, or the Renter makes any composition with the Renter's creditors or a distress or execution is threatened or levied upon or against the Renter's goods, or the business of the Renter is suspended or discontinued or there is a threat of such suspension or discontinuance.
 - (e) The Renter fails to observe or perform any of the terms of this Agreement;
8. Upon the termination of the Agreement under Clause 7, the Company shall be entitled to recover the following:-
 - (i) All amounts due and unpaid up to the date of retaking possession;
 - (ii) All costs and expenses incurred by the Company in terminating the Agreement and the repossession of the Equipment;
 - (iii) All costs of repair to be done to the Equipment to render the Equipment in good working condition;
 - (iv) The monthly rental charges as specified in Part 3 of the Schedule for the un-expired portion of the Initial Period referred to in Part 4 of the Schedule;
 - (v) All other incidental costs and expenses incurred.
9. The Company shall:
 - (a) install the Equipment and instruct and train the Renter's personnel in the efficient use of the Equipment;



- (b) not be liable for any loss of business or profit or any other consequential loss to the Renter howsoever arising from the breakdown of the Equipment including delay in or failure to effect repairs;
 - (c) not be liable either in contract or in tort for loss, injury or damage sustained by the Renter or by any third party by reason of any defect in the Equipment, whether such defects be latent and apparent on examination and the Company shall not be liable to indemnify the Renter in respect of any claim made against the Renter by third party for any such loss, injury or damage;
 - (d) be entitled to assign its rights, benefits and interest under this Agreement; and
 - (e) be entitled through its servants or authorized agents to enter the Renter's premises at all reasonable times to inspect, service, read the meter, or lawfully repossess the Equipment.
10. The Renter shall:-
- (a) take the Equipment in the condition in which it is in at the date of this Agreement and the Company accepts no responsibility of any kind for any defect in the Equipment and does not warrant that the Equipment is suitable for the particular or any purpose for which it is or may be required. All conditions warranties and representations whether express or implied in favour of the Renter are hereby excluded.
 - (b) Provide space and utilities for the proper installation of the Equipment;
 - (c) Refrain from modifying the Equipment other than in the manner instructed and from removing or obliterating the nameplate on the Equipment;
 - (d) Be liable for any replacement of parts or repairs made necessary by the willful act or negligence by or of the Renter and/or the Renter's servants or agents;
 - (e) Refrain from removing the Equipment from the Installation Address as stated in Part 2 of the Schedule without the prior written consent of the Company, the Renter shall give the Company two (2) weeks' advance notice in writing to relocate the Equipment. The Company, in giving its consent, reserves the right to impose a zone charge and/or increase the meter charge if additional costs will be incurred in maintaining the Equipment as a result of its relocation;
 - (f) Punctually pay all charges invoiced hereunder and in accordance to the invoice terms, unconditionally, without any deductions, counter claims or set off;
 - (g) Indemnify the Company against loss, damage, destruction or theft of the Equipment or part thereof;
 - (h) Pay or fully reimburse the Company for all legal and other expenses incurred in enforcing the Company's rights under this Agreement;
 - (i) Not assign its interest in this Agreement without the prior written consent of the Company;
 - (j) Notify the Company immediately of any change in address;
 - (k) Permit the Company, its servants or authorized agents to enter the Renter's premises where the Equipment is installed during normal business hours to inspect, service, repair, read the meter or repossess the Equipment; and



11. Any notice or consent which is required to be given (or which it may be described to give) under or in relation to the Agreement may either be delivered by hand or sent by registered post to the recipient at the address stated hereunder or such other addresses as the parties hereto may notify each other from time to time.
Any such notice shall be deemed to have been served –
 - If delivered by hand, at the time of delivery;
 - If posted by registered mail, at the commencement of business on the first business day following the expiry of seven (7) days after posting.
12. No relaxation forbearance of indulgence of the Company in enforcing any of the terms and conditions of this Agreement nor the granting of time by the Company to the Renter shall prejudice or affect the rights and powers of the Company hereunder nor shall any waiver of any breach operate as a waiver of any subsequent or continuing breach.
13. The Equipment shall remain the property of the Company and the Renter shall not sell, pledge, rehire or lend the Equipment to any other person. The Company shall be entitled to assign its rights, benefits and interests under this Agreement.
14. Upon the expiration of the period of rental specified in the Schedule to this Agreement if it has not been previously determined under the provisions herein come to an end and the Renter shall if required by the Company deliver up the Equipment to the Company as provided herein.
15. This Agreement shall be governed and construed in all respects in accordance with the laws of Malaysia and the parties hereto submit to the jurisdiction of the Courts of Malaysia PROVIDED ALWAYS that the Company shall be at liberty to take any proceedings in any courts whether in Malaysia or elsewhere to protect and enforce the provisions of this Agreement or otherwise to recover payment of any sums or monies due hereunder.
16. The Schedule hereto shall form an integral part of this Agreement.

A handwritten signature in black ink, appearing to read "Chu".