

TERMS AND CONDITIONS

1. Rental

1.1 We shall let and you shall hire and take on hire the motor vehicle (the "Vehicle") described in the Schedule and the Vehicle Condition Checklist above, on the terms and conditions set out in this Agreement including the Schedule and the Vehicle Condition Checklist.

1.2 The Vehicle shall at all times remain our property and you shall have no rights to the Vehicle other than as hirer. You shall not do or cause to be done any matter or thing whereby our rights as owner.

2. Rental Period and Charges

2.1 The hiring of the Vehicle shall commence on the date specified and continue for the duration specified subject to any early termination in accordance with the terms and conditions of this Agreement (the "Period of Hire").

2.2 You shall pay the full charges specified herein immediately upon the signing of this Agreement, and no part of such charges shall be refundable to you for any reason unless we in our absolute discretion decide to do so.

3. Custody and use of Vehicle

You shall throughout the Period of Hire:

(a) Be duly licensed and holding a valid Singapore driver's licence as required under the law; This requirement applies to all citizens and permanent residents of Singapore and also foreigners who are residing in Singapore for more than twelve (12) months. Foreigners who reside here for less than twelve (12) months must possess a valid foreign licence and International Driving Permit (IDP) issued by an authorised body in their country of origin;

(b) Use the Vehicle for personal, social, domestic and pleasure purposes only;

(c) Warrant and undertake that the Vehicle is not used, nor permit the Vehicle to be used, for any purposes for which the Vehicle is not designed or leased, including but not limited to using the Vehicle for hire or reward, driving tuition, towing, racing, pace making, competing in any rally or any form of motor sports, off-road use or for any illegal purpose whatsoever;

(d) Warrant and undertake that the Vehicle will be used in a skilful and proper manner and by you and/or the driver(s) specifically named and authorised by us herein (the "authorised driver") who shall be competent to use the Vehicle (including being duly licensed and holding a valid driver's licence as required under the law), and you and/or the authorised driver shall not use the Vehicle beyond its specified capabilities or otherwise than for its original purpose or function;

(e) Warrant and undertake that you and/or the authorised driver shall not be less than twenty-three (23) and not more than sixty-five (65) years of age, and shall have not less than two (2) years of satisfactory driving experience with no records of revoked or endorsed licence, and shall not be suffering from any physical infirmity or uncorrected defective vision or hearing;

(f) Observe and comply with all requirements, instructions and directives of the Government authorities as well as all statutory provisions, regulations, rules, and by laws for the time being in force in connection with the possession and use of the Vehicle, including without limitation obtaining the required cash card with sufficient balance for the IU unit prior to entry into any roads within the ERP system;

(g) Not sell, assign, mortgage, let or hire or otherwise dispose or part with possession of the Vehicle or part thereof and keep the Vehicle free from distress, execution or any legal process;

(h) Assume all responsibility, liability and risks for the Vehicle and the custody and the use thereof and for all injuries to or deaths of persons and damage to property however caused by or arising from the Vehicle or negligence use thereof whether any such injury or death be that of your agent or employee or any third party and such damage be to your property or any third party;

(i) Indemnify us against all fines, penalties and liabilities imposed on us or arising in respect of any non-compliance or contravention of any transport, traffic or other law or regulation, together with any cost or expense relating thereto (including legal costs on a full indemnity basis) incurred by us;

(j) Not take or allow the Vehicle to be taken out of Singapore without receiving our prior written consent. If the hirer fails to obtain consent from us, the hirer shall be fully liable for all costs, damage and losses incurred;

(k) At your own cost maintain the Vehicle in its condition as at the time of commencement of hire including but limited to regularly checking and adjusting as necessary the radiator battery and engine fluid levels and regularly cleaning the exterior, interior and upholstery of the Vehicle;

(l) Install and pay for or reimburse us all costs incurred in respect of the supply, fixing and use of any accessories, extras or additions which may be required by law or which are fitted to the Vehicle at your request;

(m) Not, without our prior written consent, make or effect any mechanical or other alterations, additions, or improvements to the Vehicle or any changes to the working order or function thereof, and where such written consent is given, you shall at your own expense, reinstate the Vehicle to its original state if so required by us upon the termination of this Agreement. All alterations, additions, replacements or improvements made to the Vehicle (with or without our consent) shall be deemed to form part of the Vehicle and be our property and be subject to the terms and conditions of this Agreement;

(n) Not remove or interfere with any identification marks or plates affixed to the Vehicle nor attempt or purport to do so nor permit the same;

(o) Not leave the Vehicle unattended while it is unlocked or while the key is inside the Vehicle;

(p) Notify us immediately upon losing possession or control of the Vehicle and take all necessary steps at your own expense to recover and retain possession of the Vehicle; and

(q) Permit us at all reasonable times to enter upon the premises where the Vehicle may from time to time be parked to inspect, assess and/or test the condition of the Vehicle.

4. Deposit Payment

4.1 You shall pay the deposit specified herein upon signing this Agreement as a security deposit for the due performance of all your obligations under this Agreement. Upon the termination of this Agreement and if you should duly perform and observe the covenants, conditions, stipulations, undertakings and agreements contained herein, the deposit shall be returned to you free of interest.

4.2 If you fail to perform and observe the covenants, conditions, stipulations, undertakings and agreements contained herein, we shall at our discretion be entitled to forfeit the deposit or apply the same towards discharging your liability to us or to any third party, provided always that such forfeiture or deduction shall not in any way prejudice, impair or affect any right or claim against you to which we may be entitled. In any such event, you shall, upon demand, forthwith pay to us such sum as shall restore the deposit to its full amount. Any sum received by us thereon shall be deemed and treated as forming part of the deposit.

5. Delivery and Collection of Vehicle

5.1 You shall make all delivery and collection arrangement during our office hours set out below:

Office hours: Monday to Friday: 8.30am to 5.00pm

Saturday: 8.30am to 12noon

Sunday /Public Holiday: Closed

5.2 A service charge of S\$50/- per trip (inclusive of GST) during office hours or otherwise specified in "The Schedule" will be levied for delivery or collection.

5.3 A late return charge of 20% of the daily rental will be levied for every hour exceeded part thereof after the agreed return time.

6. Late Payment Charges

You shall pay to us on demand interest at the rate of 2% per day on all charges and amounts due hereunder which are not paid when due. Such late payment charges will run from day to day and will accrue after as well as before judgment. Any payment received by us will be appropriated first towards the interest payment and lastly towards the payment of the other charges and amounts.

7. Replacement Vehicle

You agree that in the event the Vehicle described in this Agreement or the vehicle model ordered by you prior to the Period of Hire is not available at the time of the commencement of hire, we reserve the right to replace the vehicle with an alternative motor vehicle of similar or comparable seating capacity. Where no such alternative vehicle is available or if we shall decline to provide an alternative vehicle, then we shall refund you the hire charge and deposit (if any) without interest, upon which you agree that you shall have no further claims whatsoever against us.

8. Articles in the Vehicle

If the Vehicle is repossessed or returned, we shall not be responsible or liable for any property or article alleged to have been left in the Vehicle by you or any third party. Should any such property or article be found in the Vehicle by us, then unless the same is collected by you within fourteen (14) days after the date of a written notice is sent or delivered to you by us, we shall be at liberty to dispose or discard of the same in whatever manner we deem fit. You shall have no claim whatsoever against us and you shall indemnify us in full against any claim by a third party for any property or articles so disposed of or discarded as aforesaid.

9. Loss and Damage

9.1 You shall bear in full the cost of the repair or rectification of any damage to the Vehicle resulting from negligence or improper use of the Vehicle by you and/or the authorized driver. In the event that the Vehicle so damaged is deemed by us as a total loss, you shall pay us the cost of obtaining a replacement for the Vehicle and shall also be liable to us for the loss of use of such Vehicle for the period required to obtain a replacement. Where the Vehicle so damaged is not deemed a total loss, you shall also be liable to us for the loss of use of the Vehicle during the period of reinstatement or repair. In either event, you shall also make good to us all towing, storage, administrative or other charges.

9.2 If the Vehicle is lost or stolen whilst in your possession or the possession of the authorized driver, you shall pay us the cost of obtaining a replacement for the Vehicle and shall also be liable to us for the loss of use of such Vehicle for the period required to obtain a replacement.

9.3 You hereby agree that the loss of use referred to in this Clause shall be computed on the basis of our prevailing hire charges.

10. Defects of Vehicle

We shall not in any way be liable either in contract or in tort for any loss, injury or damage sustained by you or any other person by reason of defect in the Vehicle whether such defect be latent or apparent on examination and we shall not be liable for any claim made against you by a third party for such loss, injury or damage.

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11. Consequential Losses

We accept no liability nor responsibility for any consequential loss or damage due to or arising, from the breakdown or stoppage of the Vehicle arising from any cause whatsoever or through non-arrival arising from accident or breakdown during loading, unloading and transportation of the Vehicle. This clause shall survive the termination of this Agreement.

12. Indemnity

You shall indemnify us against and hold us harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities (including legal costs) arising out of, connected with or resulting from this Agreement and the Vehicle including but not limited to the possession, presence, use, operation, repossession or return of the Vehicle. This clause shall survive the termination of this Agreement.

13. Accidents/Breakdown

13.1 If the Vehicle is involved in an accident resulting in injury to persons or damage to property or the Vehicle, you shall immediately notify us and the police and other relevant authorities in writing. You shall not make any admission, compromise, offer, promise of payment, payment of fine or indemnity without written instructions from us, our solicitors or our insurance company. You shall arrange for the Vehicle to be delivered to our workshop or such other designated place as we may inform you from time to time at your own cost and expense. You shall render such information and assistance in connection with the accident as we or our insurers may require.

13.2 If the Vehicle breakdowns (otherwise than by reason of any accident, theft or vandalism) in Singapore during the Period of Hire, recovery and replacement services will be provided to you without any charge; Provided Always that any replacement vehicle will be provided to you only for your use subject to the terms and conditions herein as if the replacement vehicle is the Vehicle.

14. Insurance

14.1 During the Period of Hire, we shall insure the Vehicle with an insurance company selected by us, against loss or damage by accident arising in the course of normal use of the Vehicle in the ordinary course of leisure for the estimated market value thereof on such terms and conditions and subject to such usual or reasonable restrictions as we may at our discretion agree with the insurance company. The premium payable for effecting such insurance shall be borne by us.

14.2 Subject to any provisions in this Agreement, you shall, in any event, be liable for loss or damage to the Vehicle arising from any accident whether through your or the authorised driver* fault or otherwise, for the first excess of between S\$1,500% to S\$6,000% depending on the model of Vehicle hired or otherwise specified in "The Schedule".

14.3 You hereby acknowledge that you are familiar with the general conditions of our standard policy of insurance which is available for inspection at our office during our office hours. You hereby undertake to do everything necessary to maintain the said policy in full effect and not to do anything whereby the said policy may or will be vitiated. You shall indemnify and hold us indemnified from and against all losses, claims, actions, costs and expenses should such policy be vitiated as a result of your acts or omissions.

14.4 You further acknowledge and agree that the insurance effected by us does not and will not cover:

- (i) any personal injury to or death of the driver of the Vehicle; and/or
- (ii) any personal injury to or death of any passenger (including yourselves) in the Vehicle You may take out a separate Personal Accident Insurance to cover the foregoing at your own costs and expenses.

15. Termination of Hire

15.1 We may, on any breach by you of any of the provisions of the Agreement, forthwith terminate this Agreement at any time within the Period of Hire by written notice to you and on such termination, this Agreement and the hire constituted by this Agreement shall determine and you shall cease to be in possession of the Vehicle with our consent.

15.2 If a bankruptcy petition is presented against you, or being a company you shall pass a resolution for winding up (otherwise than by reason of amalgamation or reconstruction) or have a winding up petition presented against you, or you shall make any arrangement with your creditors or any assignment for the benefit of such creditors, or if a receiver and/or manager or judicial manager is appointed over you or any of your assets or property, or any distress or execution is levied or threatened against any of your property, or judgment against you shall remain unsatisfied for more than fourteen (14) days, or you shall abandon the Vehicle, or if the Vehicle is used in the commission of any offence, or if the Vehicle is forfeited by a government body, or upon the expiry of the Period of Hire, then this Agreement shall automatically and without notice determine and thereupon you shall cease to be in possession of the Vehicle with our consent.

15.3 Upon the termination of this Agreement (including expiry of the Period of Hire), you shall be liable to pay us (in addition to all other sums which shall be owing to us):-

- (a) all arrears of rental then due and all other sums due and unpaid as at the date of termination together with interest accrued thereon;
- (b) (except if termination of this Agreement is by reason of the expiry of the Lease Period) all sums being the loss suffered by us as a result of the termination of this Agreement and/or any other sums which are or become due to us or to which we are entitled by way of

damages for breach of this Agreement/ termination of this Agreement; and

- (c) the costs of all repairs required to be done to the Vehicle to put it in a condition in which the Vehicle was first obtained by you under this Agreement.

15.4 The termination of this Agreement and the hire constituted therein shall not affect our rights or your liability subsisting at the date of termination.

15.5 Upon termination of this Agreement for whatsoever reason, we may without notice regain possession of the Vehicle and may for that purpose, by our servants or agent without previous notice, enter upon any land or premises on or in which the Vehicle is believed by us to be situated. If we are unable to repossess the Vehicle or recover the Vehicle, you shall in addition to and without prejudice to any other provisions herein, be liable for the cost of procuring a replacement vehicle of similar make and year as the Vehicle.

16. Delivery Up of Vehicle

Without prejudice to Clause 15, upon the termination of this Agreement, you shall at your own costs and expense deliver up the Vehicle to us at our address stated in this Agreement or at such other address as we may specify. The Vehicle shall, in any event, be returned to us together with the user manual(s), instruction booklets and other similar documents, all fittings (including the stereo system), tools and any other items supplied with the Vehicle.

17. Conditions, Warranties and Undertakings

17.1 No condition warranty or stipulation of any kind is given by us in respect of the Vehicle and all conditions warranties and stipulations expressed or implied statutory or otherwise of the Vehicle or as to the quality description of otherwise of the Vehicle or as to its fitness for any purpose are hereby expressly excluded.

17.2 In addition, you represent, warrant and undertake throughout the Period of Hire to us that:

- (a) you are fully empowered and authorised to drive the Vehicle and to execute and deliver this Vehicle Rental Agreement and to perform its obligations hereunder;
- (b) there is no law, regulation or provision of any oral or written contract, agreement or other instrument binding upon you which would or may be contravened by the execution or delivery of this Vehicle Rental Agreement or the performance of any of the terms hereof or the use of the Vehicle;
- (c) there is no default by you under any agreement which has or could have a material adverse effect on its operations, property or financial condition, and there is no litigation or administrative action pending or threatened against you or any of your assets which has or could have any such material adverse effect; and
- (d) all statements made and particulars given by or on behalf of you to us at present or in the future are and will remain true and accurate.

18. Entire Agreement

We shall be bound only by the provisions of this Agreement notwithstanding any proposal representation or arrangement that may have been made or suggested before or at the signing hereof by any person whatsoever or appearing in any advertising matter or otherwise and no variation of the terms and conditions of this Agreement shall be binding on us unless previously agreed by us in writing.

19. Indulgence

No relaxation, forbearance, delay or indulgence by us in enforcing any of the terms and conditions of this Agreement or granting of time by us to you shall prejudice, affect or restrict our rights and powers hereunder nor shall any waiver by us or any breach hereof operate as a waiver of any continuing breach hereof.

20. Legal and Other Costs

You shall be liable to us and shall indemnify us for all costs and expenses (including legal costs on a full indemnity basis) incurred or suffered by us in the exercise of any of our rights and remedies or in enforcing any of the provisions of this Agreement including ascertaining the whereabouts of the Vehicle, or regaining possession of the Vehicle and preserving and storing the Vehicle thereafter and of any legal proceedings taken by us to enforce or attempting to enforce the provisions of this Agreement, and you shall indemnify us from and against any and all losses and damages suffered or sustained by us as a result or consequence of us entering into this Agreement with you. This clause shall survive the termination of this Agreement.

21. Notice

Any notice required or permitted to be given to you under this Agreement shall be validly given if sent by prepaid post (registered mail) to you at the address set out herein or to any business or your last known address and shall, if sent by post, be conclusively deemed to have been received by you within three (3) days after the time of posting.

22. Force Majeure

We will use all reasonable endeavours to discharge our obligations under this Vehicle Rental Agreement in a prompt and efficient manner. Notwithstanding the foregoing, we shall not be liable in any manner whatsoever for any failure or delay caused by circumstances beyond our control.

23. Governing Laws

This Agreement shall be governed by the laws of the Republic of Singapore and you hereto agree to submit to the non-exclusive jurisdiction of the Courts of Singapore.