



STANDARD TERMS & CONDITIONS OF SALES AND RENTAL

For the Business Unit of Canglobal Group of Companies:

Canglobal Canada Canglobal (M) Sdn Bhd Canglobal Fluid Power Sdn Bhd

The Company shall sell, and the Customer shall purchase Equipment ordered by the Customer on the following terms and conditions of sale set out in Section 1 (“**Terms and Conditions of Rental**”) and the common terms and conditions set out in Section 1 (the “**Common Terms**”) only.

Equipment rented to the Customer by the Company shall be rented on the following terms and conditions of rental set out in Section 2 (“**Terms and Conditions of Rental**”) and the Common Terms only.

The Common Terms, the Terms and Conditions of Rental are herein referred to, individually and collectively, as the “**Terms and Conditions**”.

The Customer’s attention is drawn in particular to the provisions of Clauses 20 and 22 in relation to limited warranties and limitation of liability.

1. Definitions and Interpretation

1.1 The definitions and rules of interpretation in this Clause apply in the Terms and Conditions (including the recitals):

“Affiliate” means any Holding Company, Subsidiary or Subsidiary Undertaking or Parent Undertaking of such undertaking and any Subsidiary or Subsidiary Undertaking of any such Parent Undertaking.

“Company” means Canglobal Fluid Power Sdn Bhd, a company registered in Malaysia with company number 1216253-W and having its registered office at 63-1 Jalan 46/26 Taman Sri Rampai, 53300 Kuala Lumpur Malaysia.

“Companies Act” means the Companies Act 2016.

“Consequential Damages” means any consequential or indirect damages arising from the Customer’s participation in the transactions the subject of this Contract and shall include, but not be limited to, damages arising from loss of production, loss of revenue, loss of profits or anticipated profits, loss of business or business opportunity, damages of any kind for failure to meet deadline and/or loss of use.

“Contract” means the agreement between the Company and the Customer for the rental of Equipment of Operators evidenced by the Quotation and/or a Purchase Order and incorporating these Terms and Conditions together with any special terms which may be agreed in writing between the Company and the Customer.

“Customer” means the person or entity which pays for, or orders and/or on whose behalf Equipment rented, or otherwise provided to by the Company.

“Equipment” means the various items of equipment offered for rental or sale and which are the subject of the Contract.

“Force Majeure” has the meaning ascribed to it in Clause 26.

“Holding Company” and “Subsidiary” means a “holding company” and “subsidiary” as defined in the Companies Act.

“Invoice” means an invoice produced by the Company and issued to the Customer.

“IPR” has the meaning ascribed to it in Clause 25.1.

“Operator” means an employee, agent or any other personnel of the Company supplied under the terms of the Contract, to commission, maintain, operate or otherwise interact with the Equipment on behalf of the Customer or train the Customer’s employees in the use of the Equipment.

“Parent Undertaking” and “Subsidiary Undertaking” mean a “parent undertaking” and “subsidiary undertaking” as defined in the Companies Act.

“Parties” means the Company and the Customer and “Party” shall be construed to mean either one of them.

“Purchase Order” means an order for Services submitted by the Customer to the Company.

“Quotation” means the Company’s quotation for the supply of Services and any written amendments and special conditions applicable to the quotation.

“Rental Charges” means the rental and other charges defined in Clause 3 and detailed in the Quotation and accepted by the Customer in writing, whether or not supported by a Purchase Order.

“Rental Period” means the periods defined in Clauses 2 or 8.1.

“Replacement Value” means the manufacturer’s current list price (including the costs of any modifications and additional accessories) from time to time together with all associated costs including but not limited to the costs of transportation, duties, tax and licences.

1.2 The masculine includes the feminine and the neuter and vice versa.

1.3 The singular includes the plural and vice versa.

1.4 The Contract constitutes the complete and exclusive statement of the agreement between the Parties as to the subject matter in respect to the provision of Services, superseding all prior proposals, negotiations and counter-proposals.

1.5 Each Party hereby acknowledges that it has not entered into the Contract in reliance upon any representation made by the other party not embodied herein.

1.6 A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as reference to the statute, enactment, order regulation or instrument as amended from time to time by any subsequent statute, re-enactment, order, regulation or instrument or contained in any subsequent re-enactment or consolidation hereof.

1.7 Headings are included in these Terms and Conditions are for ease of reference only and shall not affect the interpretation or construction of any of the Terms and Conditions.

Section 1: Terms and Conditions of Rental

2. Rental Period

2.1 The Rental Period commences on the day the Equipment is despatched by the Company or collected by or on behalf of the Customer from the Company's premises or such other premises as may be specified by the Company and shall continue until the Equipment is returned to either the Company, between the hours of 8.00am and 5.00pm, Mondays to Fridays, and a receipt is issued by the Company, or if the Equipment is collected by the Company. This shall apply even if the Company has agreed to reduce or cease Rental Charges at earlier date.

2.2 If the Customer is an individual within the meaning of the Consumer Credit Act 1974, the maximum Rental Period shall not exceed three (3) months.

3. Rental and other charges

3.1 Quotations and any other pricing indications in any other correspondence are subject to confirmation in writing by the Company at time of Purchase Order placement.

3.2 The Company reserves the right to revise Rental Charges for Equipment already being rented to the Customer by giving 1 (one) month's written notice to the Customer.

3.3 Rental Charges will be calculated daily with part days being charged as full days.

3.4 All Rental Charges are quoted in Malaysia Ringgit, unless otherwise agreed in writing.

3.5 Rental Charges relate solely to the rental of the Equipment and additional charges will be paid by the Customer for other services provided by the Company, including but not limited to transportation, installation, commissioning (or decommissioning) or operation of the Equipment. Where applicable, these additional charges will be detailed in writing.

3.6 Where the Equipment is returned or collected and is found (in the sole opinion of the Company) not to be in substantially the same condition (fair wear and tear accepted) that it was at the time of delivery then the Customer shall be responsible for the costs of the Company returning the Equipment to its condition at the time of delivery plus an administration charge of fifteen per cent (15%). Where the Equipment is incapable of being restored to its previous condition, the Customer shall be responsible for the Replacement Value.

3.7 Where the Equipment is lost during the Rental Period the Customer shall pay to the Company on demand the Replacement Value of the Equipment.

3.8 In either of the cases referred to in 9.4 and 9.5, the Rental Charges shall continue until the item is repaired, replaced or the full Replacement Value is received.

3.9 The Customer agrees to pay all costs (including export and import costs); taxes (including withholding tax, unless otherwise stated on an Invoice or agreed in writing between the Company and the Customer), levies, duties, expenses or

finances assessed by any foreign government or body against the Equipment in connection with temporary importation and/or exportation of the same.

3.10 The Customer agrees to pay all charges arising under this Clause 9.

4. Title

Nothing in the Contract shall convey to the Customer any title to or any right in the Equipment rented, including, but not limited to, all proprietary rights or ownership of any modifications. The Customer's sole right in relation to the Equipment or any modifications is to use the same for the duration of the Rental Period under these Terms and Conditions.

5. Obligations of the Customer

During the continuance of the Contract the Customer shall:

5.1 obtain and pay for all necessary licences, certificates, permits, authorisations required for the operation of, or in connection with, the Equipment and shall maintain the same in full force until the Equipment is collected or returned;

5.2 ensure that the Equipment is located at the delivery address (or vessel) stated in the Customer's Purchase Order or such other address as may be agreed between the Parties in writing;

5.3 maintain effective control of the Equipment and maintain the Equipment in a secure location when not in use and in any event not allow the Equipment to be transferred to any country prohibited at the present time by the Department for Business, Innovation and Skills in the United Kingdom or the Department of Commerce in the United States of America;

5.4 not do or fail to do, any act whereby the Equipment or its use would contravene any statute, rule, regulation, or bylaw or any such licence, certificate, permit authorisation for the time being in force pertaining to the possession use, maintenance or safety of the Equipment;

5.5 not subject the Equipment to any misuse or unfair wear and tear and ensure that the Equipment is operated in a skilful and proper manner and by persons who are competent to operate the same;

5.6 permit an authorised representative of the Company at all reasonable times to enter upon premises or any vessel where the Equipment is located for the purposes of inspection, maintenance, repair or testing;

5.7 ensure that the Equipment will only be operated by competent persons in accordance with the manufacturer's recommendations and where appropriate with valid calibration and/or certification for the duration of the Rental Period;

5.8 not make any alterations, modifications or technical adjustments or attempt any repairs on the Equipment without the prior written consent of the Company and in the event of authorisation arrange that all necessary repairs are in accordance with the manufacturer's specification including making good any loss or damage to the Equipment due to any occurrence whatsoever (fair wear and tear only excepted);

5.9 preserve the Company's (and, if relevant, the owner's and manufacturer's) identification numbers, marks, nameplates and labels present on the Equipment when despatched by the Company;

5.10 obtain all prudent insurance cover, including third party liability and cover against loss or damage to the Equipment for its full Replacement Value; furthermore, the Customer shall give the Company immediate written notice of any loss or damage to the Equipment and shall in the event of loss reimburse the Company at the then list price of the manufacturer in respect thereof within fourteen (14) days of the loss; the Customer shall produce on demand to the Company a copy of the policy or policies;

5.11 hold on trust for the Company all policy proceeds in or towards satisfaction of the Customer's obligations hereunder;

5.12 ensure that at the Customer's expense, the Equipment is kept safe and without risk to health;

- 5.13 ensure that its use of the said Equipment conforms with the terms and conditions laid down in the Health and Safety at Work Act 1994. Thereof and to any other national and local Health and Safety Regulations which may be applicable, until the Equipment is collected or returned;
- 5.14 immediately notify the Company by telephone and subsequently confirm in writing if the Equipment is involved in any accident resulting in injury to persons or damage to property; the Customer shall not admit liability or compromise any claim relating to the Equipment without the consent of the Company in writing;
- 5.15 not sell, assign, mortgage, pledge, let on hire, sub-hire or rental, part with possession, or otherwise deal with or encumber the Equipment or transfer the benefit of the Rental without specific written consent by the Company and not permit the Equipment to be used by any other party than the Customer and its employees and those who hold a valid Canglobal Pyplok Installer certification;
- 5.16 punctually pay all Invoices in accordance with the Contract; and
- 5.17 upon expiry of the Rental Period, return the Equipment at the Customer's expense to the Company in good repair and condition.

6. Maintenance

- 6.1 The Customer shall notify the Company if any maintenance of the Equipment is required and adhere to instructions received from the Company. The Company will either grant permission for the Customer to undertake maintenance work or require the Equipment to be repaired by the Company or such other person as may be nominated by the Company.
- 6.2 In the event of the Company, or such other person as may be nominated by the Company, carrying out maintenance work on the Equipment, this will either be carried out by a fully competent Operator on site or (provided that the Customer returns the Equipment at its own expense to the Company) at such a location as the Company may direct.
- 6.3 Periods during which the Equipment is being repaired or maintained will not constitute cause for reduction in Rental Payments.

7. Consumables

All consumables used will be charged at the Company's standard price.

8. Provision of Equipment

8.1 Operator Hire Period

The Operator hire period starts on the day mobilisation commences and continues until the Operator returns to Company base or home as applicable.

8.2 Operator Hire Charges

Operator day rates shall be the rates stated in the Quotation or Purchase Order confirmation and will apply to full or part days during the hire period. Quotations and any other pricing indications in any other correspondence are subject to confirmation in writing by the Company at time of Purchase Order placement.

8.3 Obligations of the Customer

Where the Company supplies the Customer:

- 8.3.1 shall provide all necessary power sources and other support equipment necessary to enable the Equipment to be operated satisfactorily;
- 8.3.2 acknowledges that the work intended to be carried out by the Customer is the sole responsibility of the Customer and the Company shall not be responsible for the quality of the data obtained or work completed;
- 8.3.3 shall provide an appropriate operating environment for the Equipment in accordance with the manufacturer's recommendations.

8.4 The Company shall have the right from time to time to substitute (and where appropriate, the Equipment) upon giving reasonable notice to the Customer and the Customer shall co-operate with and assist the Company in effecting such substitutions.

8.5 Where it is agreed between the Parties that an Operator designated by the Company should visit the Customer's site to operate, service or repair the Equipment, the Customer shall be responsible for payment of the Operator's charges together with all travel costs, subsistence and related expenses.

8.6 Insofar as practicable the Operator will service and repair the Equipment on the Customer's site. Any servicing or repair of the Equipment requiring return of any vessel to port or return of any Equipment to the Company's premises will be made known as soon as possible to the Customer's designated representative. The costs of returning the Equipment will be borne by the Customer.

8.7 Transit time including any delays to and from port or to and from the Company's premises after discovery of a malfunction will not constitute cause for reduction in payments to the Company.

Section 2: Common Terms

9. Basis of the Contract

All Quotations and/or the acceptance by the Company of a Purchase Order are on the understanding that the Customer accepts these Terms and Conditions and these shall form the basis of the Contract. The Terms and Conditions shall apply to the exclusion of any documentation or terms and conditions which the Customer may have submitted to the Company with respect to the Services contemplated by these Terms and Conditions including, without limitation, any terms and conditions on any Purchase Order (whether before or after the

- date hereof). No variation of the Terms and Conditions will be accepted except if agreed in writing by an authorised representative of the Company.
10. **No Waiver**
The failure of the Company to insist upon strict performance of any of the provisions of the Contract shall not be construed as the waiver of any subsequent default of a similar nature.
11. **Consumer**
Where the Customer deals as a consumer as defined by the Consumer Credit Act 1999 these Terms and Conditions do not and will not affect the Customer's statutory rights.
12. **Invalidity**
If any provision of these Terms and Conditions or any other documents constituting the Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or non-enforceability of such provision shall not affect the other provisions of these Terms and Conditions and all provisions not affected by such invalidity or non-enforceability shall remain in full force and effect.
13. **No Warranty**
Other than as provided in Clause 28, no warranty is given with respect to any information, Equipment or Services provided by the Company save where expressly stated in these Terms and Conditions. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
14. **Information**
The Customer accepts that any assistance provided by the Company, by way of technical or engineering support and/or the supply of information, Services or Equipment, is advisory only and the Company shall not be liable for any claims arising from the Customer's use of the same, except as otherwise specifically provided herein.
15. **Availability**
Even though a price may be listed for Equipment the Company does not guarantee that such Equipment or Service will actually be available.
16. **Payment Terms**
- 16.1 All Invoices are net and payable within thirty (30) days of the date stated on the Invoice.
- 16.2 Subject to the provisions of Clauses 16.3 and 16.4, Invoices will be issued at the end of each calendar month and/or at the expiration of the Rental Period or despatch of the rental items.
- 16.3 The Company reserves the right to charge a deposit of an amount to be determined by the Company that will be retained by the Company. The Customer acknowledges that the Company may deduct all charges from the deposit, with the balance of deposit, if any, returned to the Customer within twenty one (21) days of the return of the Equipment.
- 16.4 The Company reserves the right to charge interest on any outstanding amounts where the Customer has failed to make payments by the due date at the rate of three per cent (3%) above the base rate for the time being of The Bank of Hongleong Bank bhd, both before and after any judgment.
- 16.5 In respect of payments by the Customer, time shall be of the essence of the Contract.
17. **Prices**
- 17.1 All prices, rates, day-rates and other elements of chargeable value are exclusive of customs fees, import duties, and any and all taxes, duties or levies of whatever kind (including but not limited to withholding taxes, sales tax, and excise duties), and the Customer shall be responsible for the payment thereof.
- 17.2 The Terms and Conditions, prices, rates, day-rates and other elements of chargeable value are subject to change by the Company on notice being given to Customer.
18. **No Set-Off**
The Customer shall not be entitled under any circumstances whatsoever to set-off or counter-claim against or deduct, discount or withhold from any sum from time to time due by it to the Company any sums due by the Company to the Customer and any sums due by the Customer shall be paid by the Customer to the Company without deduction, compensation, set-off or similar whatsoever.
19. **Failure to Pay**
If the Customer fails to make payment of any sum due under the Contract on the due date, the Company shall be entitled but not bound (in addition and without prejudice to all other claims, rights or remedies which the Company may have against the Customer) to withhold performance of its obligations under the Contract, without liability to the Customer, pending such payment.
20. **Shipment**
The Customer shall arrange, be responsible and pay for, freight and shipment of Equipment which has been notified to the Customer as being available for collection.
21. **Warranties and Defects**
- 21.1 Any description, illustration, specification, drawing and material contained in any catalogue, price list, brochures, leaflets and other descriptive matters of the Company represent the general nature of the Equipment described therein, but are indicative only and do not constitute a warranty or otherwise form part of this Contract.
- 21.2 The Customer warrants the collection or delivery of the Equipment is conclusive proof that the Equipment has been examined by the Customer and found it to be in good condition and in accordance with the manufacturer's specification and it shall be conclusively presumed that the Equipment has been received in good condition and in every way satisfactory for the Customer's purposes.
- 21.3 The Company warrants that on delivery and for a period of twelve (12) months from the date of delivery (the "**Warranty Period**"), any Equipment rented to the Customer pursuant to these Terms and Conditions shall:
- 21.3.1 conform in all material respects with its description and any applicable specification;
- 21.3.2 be free from material defects in design, material and workmanship;
- 21.3.3 the Company is given a reasonable opportunity of examining such Equipment (with any cost incurred in undertaking such examination at the expense of the Customer); and

- 21.4.3 the Customer (if asked to do so by the Company) returns such Equipment at the Customer's own cost to such a location as the Company may direct in order to examine the Equipment,
- the Company shall, at its option, repair or replace the defective Equipment.
- 21.5 The Company shall not be liable for failure of the Equipment to comply with the warranty set out in Clause 21.7 if:
- 21.5.1 the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Equipment or (if there are none) good trade practice; or
- 21.5.2 the defect arises as a result of the Company following any drawing, design or specification supplied by the Customer; or
- 21.5.3 the Customer alters or repairs such Equipment without the written consent of the Company; or
- 21.5.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.
- 21.5 These Conditions shall apply to any repaired or replacement Equipment supplied by the Company.
- 21.6 Where the Company is not the manufacturer of the Equipment, the Company will endeavour to transfer to the Customer the benefit of any warranty or guarantee given to the Company.
- 21.7 The warranties given above are limited warranties and are the only warranties made by the Company. The Company does not make, and the Customer hereby expressly waives, so far as is permitted by law, all other warranties and implied terms arising by statute, operation of law or otherwise. The stated express warranties are in lieu of all liabilities or obligations of the Company for damages arising out of or in connection with the delivery, use or performance of the Equipment.
22. **Limitation of Liability**
- The Company shall have no liability with respect to its obligations under the Contract for loss of use, profit or goodwill, or for special, indirect, incidental or Consequential Damages, whether in delict or in contract, even if it has been advised of the possibility of such damages. In any event, the liability of the Company to the Customer for any reason and upon any cause of action whatsoever shall be limited to the amount of any Rental Charges which the Customer has paid under the Contract or to the rental value for Equipment rented, providing that nothing in this Clause 23 shall operate so as to exclude liability for:
- 22.1 death or personal injury caused by the Company's negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 22.2 fraud or fraudulent misrepresentation; or
- 22.3 breach of the terms implied of the Sale of Goods Act 1957; or
- 22.4 defective products under the Consumer Protection Act 1999; or
- 22.5 any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
- This Clause shall survive the termination of the Contract for any reason.
23. **Indemnities**
- 23.1 The Customer shall be responsible for and shall save, indemnify, defend and hold harmless the Company from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities incurred by the Company in respect of personal injury, including death or disease, affecting any person employed or otherwise engaged by the Customer and arising from, or in connection with, the performance or non-performance of the Contract, whensoever and howsoever arising. For the avoidance of doubt this indemnity shall apply even where the relevant personal injury has been caused by the fault or negligence of the Company or any of its employees, agents or directors.
- 23.2 The Company shall be responsible for and shall save, indemnify, defend and hold harmless the Customer from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities incurred by the Customer in respect of personal injury, including death or disease, affecting any person employed or otherwise engaged by the Company and arising from, or in connection with, the performance or non-performance of the Contract, whensoever and howsoever arising. For the avoidance of doubt this indemnity shall apply even where the relevant personal injury has been caused by the fault or negligence of the Customer or any of its employees, agents or directors.
- 23.3 The Customer shall be responsible for and shall save, indemnify, defend and hold harmless the Company from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities incurred by the Company in respect of personal injury, including death or disease, affecting any third party or any other person employed or otherwise engaged by a third party and arising from, or in connection with, the performance or non-performance of the Contract, whensoever and howsoever arising. For the avoidance of doubt this indemnity shall apply even where the relevant personal injury has been caused by the fault or negligence of the Company or any of its employees, agents or directors.
- 23.4 This Clause shall survive the termination of the Contract for any reason.
24. **Termination**
- 24.1 Upon the termination of the Contract, all rights in and to the Equipment (unless such Equipment has been sold to the Customer and has been fully paid for by the Customer) shall automatically revert to the Company. The Company shall have the right to enter any premises to take immediate possession of the Equipment without further notice or demand and, the Customer shall immediately inform the Company of the location of the Equipment.
- 24.2 Either party may terminate the Contract in the event of a material default by either party that is not cured within the applicable cure period specified in the Contract, or a reasonable cure period (with the minimum being ten (10) days if no other cure period is stated) from receipt of written notice specifying the nature of the default with reasonable particularity.
- 24.3 If:
- 24.3.1 the Customer fails to make any payment due by it to the Company under the Contract on the due date or breaches any other obligation under the Contract; or
- 24.3.2 the Customer passes a resolution to be wound up or a petition is presented for the winding-up of the Customer or a winding-up order is made in respect of the Customer or a provision liquidator, interim liquidator or liquidator is appointed to the Customer; or
- 24.3.3 any steps are taken to put the Customer in administration pursuant to the Insolvency Act 1967 or an administrator is appointed to the Customer; or
- 24.3.4 a judicial factor is appointed to the Customer or a receiver is appointed over all or any part of its assets;
- 24.3.5 the Customer is sequestrated or grants a trust deed for behoof of its creditors or makes or seeks to make any arrangement or compromise with its creditors generally; or
- 24.3.6 the Customer is subject to any formal or informal insolvency proceedings under any jurisdiction or anything analogous to any of the matters referred to in Clauses 24.3.2 to 24.3.5 happens in relation to the Customer in any jurisdiction; or

- 24.3.7 the Customer becomes in the reasonable opinion of the Company unable to pay its debts as they fall due or properly fulfil its obligations under the Contract or ceases or threatens to cease carrying on business,
- the Company shall be entitled but not bound to terminate the Contract with immediate effect and without liability to the Customer by giving written notice to that effect to the Customer and such termination shall be in addition to and without prejudice to other claims, rights and remedies which the Company may have against the Customer in relation to the Contract or for any breach of contract.
- 24.4 Where the Customer is an individual within the meaning of the Consumer Credit Act 1999 the Contract will terminate at the expiration of three (3) months from the date of execution and the Customer shall be required to return the Equipment.
- 24.5 Exercise of any right of termination afforded to either party shall not prejudice legal rights or remedies either party may have against the other in respect of any breach of the terms of the Contract and shall not relieve either Party of any liability (including liability for payment) incurred prior to termination, and upon such termination the Customer shall settle such liabilities.
- 24.6 The Customer's failure to pay on a timely basis is cause for termination by the Company of the Contract.
25. **Intellectual Property**
- 25.1 All patent rights, copyrights, trademarks, design rights, database rights or other intellectual or industrial or proprietary rights of whatever nature (in any part of the world) and all rights to apply for any of the foregoing, in all inventions, designs, drawings, logos, equipment, know-how, data or other materials (of whatever nature) created or generated by or on behalf of the Company whether solely or jointly with the Customer in the course of or otherwise in connection with the performance of the Contract (the "IPR") shall vest in the Company.
- 25.2 The Customer hereby assigns and, insofar as it is not competent for the Customer currently to assign, hereby undertakes and agrees to assign, any and all such IPR to the Company. The Customer shall promptly do all such things as the Company may require and execute all documentation on such terms as the Company may require in order to enable the Company or its nominee to obtain, defend and enforce such IPR.
- 25.3 The Customer hereby waives any and all moral rights (and/or equivalent or similar rights the Customer may have in any jurisdiction insofar as it is competent for the Customer to do so) in the IPR.
- 25.4 The Customer shall not (and shall procure that its officers, employees and contractors shall not) do or omit to do any act or thing which constitutes an infringement of any patent rights, copyrights, trade marks, design rights or other intellectual, industrial or proprietary rights (in any part of the world) vested in the Company or any such right which is vested in any third party and licensed to the Company.
- 25.5 Notwithstanding Clause 25.1 above, the Customer hereby appoints the Company as the Customer's attorney in the Customer's name and on the Customer's behalf to execute and deliver any instrument or thing and generally to use the Customer's name for the purpose of giving to the Company the full benefit of the provisions of this Clause 32 but for no other purpose whatsoever.
- 25.6 This Clause shall survive the termination of the Contract for any reason.
26. **Force Majeure**
- 26.1 Neither party shall be liable for any delay or failure to perform its obligations under the Contract if such failure or delay is due to Force Majeure.
- 26.2 For the purpose of the Contract, "Force Majeure" shall mean any act, omission, cause or circumstance beyond the reasonable control of the Company and shall include but not be limited to strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of the Company or any subcontractors.
27. **Notices**
- Any notice required to be given hereunder, shall be given by sending the same:
- 27.1 by first class post to the addresses as first set out in correspondence during account opening or to any subsequent address designated by either party for the purpose of receiving notice pursuant to the Contract, and any notice so sent shall be deemed to have been given three (3) days after the same was mailed; or
- 27.2 by confirmed facsimile which shall be deemed to have been received immediately; or
- 27.3 by e-mail which shall be deemed to have been received immediately.
28. **Assignment**
- The Customer shall not be entitled to assign its rights and obligations under the Contract (or sub-contract its performance of the Contract) without the prior written consent of the Company. The Company may assign its rights and obligations under the Contract or sub-contract the performance of its obligations under the Contract.
29. **Confidential Information**
- The Customer shall not (and shall procure that its Affiliates and its officers, employees and contractors and those of its Affiliates shall not) disclose any information of a confidential or commercially sensitive nature relating to the Company or its subsidiaries or customers of the Company or its subsidiaries or their respective businesses, technology or other affairs to any third party (or any officer or employee or contractor of the Customer except to the extent that such officer or employee or contractor requires knowledge of the same for the proper performance of the Contract) or use any such information for any purpose other than the proper performance of the Contract. The Customer shall, if so required by the Company at any time, promptly return to the Company all copies of any such information which may be in the Customer's or its officers' or employees' or contractors' possession or under their control. This Clause shall not apply to information which is, or becomes through no fault of the Customer, its officers' or employees' or contractors' part of the public domain or to any disclosure which the Customer is required by law to make. This Clause shall survive the termination of the Contract for any reason.
30. **Law**
- The Contract will be governed by the laws of Malaysia and the Parties submit to the non-exclusive jurisdiction of the Malaysian Courts.

*I hereby accept the Canglobal Group of Companies (Canglobal Canada, Canglobal (M) Sdn Bhd or Canglobal Fluid Power Sdn Bhd)
Standard Rental Terms & Conditions as set out in this document:*

Company: _____

Name: _____

Position: _____

Company stamp:

