



MANITOWOC ICE MACHINE SDN BHD AGREEMENT FOR EASY PAYMENT

AGG NO :

DISHWASHER

CUSTOMER NAME:

H/P NO:

INSTALLATION DATE:

INSTALLATION ADDRESS:

POSCODE:

AREA:

SALES PERSON:



MANITOWOC ICE MACHINE SDN BHD (1245143-V)

No 36, JALAN EKOPERNIAGAAN 2/5, TAMAN EKOPERNIAGAAN,
81100 JOHOR BAHRU, JOHOR.

Tel:07-550 5188 H/P: 012-738 3830

Email: manitowoctechnology@gmail.com

MANITOWOC DISHWASHER EASY PAYMENT (30 MONTH)

This AGREEMENT is made on this of

Between **MANITOWOC ICE MACHINE SDN.BHD (1245143-V)** a company in Malaysia andhaving its place of business at **No.36 Jalan Ekoperniagaan, 81100 Johor Bahru, Johor** (hereafter referred to as the Company) of the one part and the party whose description and particulars are stated in **Part 1 of the FIRST SCHEDULE** hereto(hereinafter referred to as "Hirer") of the other part.

- (a) The Hirer agrees to 30 month the Equipment as stated in **Part 2 of the FIRST SCHEDULE** hereto (hereinafter referred to as the "Equipment") on the terms & conditions stated herein and
- (b) The **First** and **SECOND SCHEDULE** hereto shall be taken read and construed as an essential part of this Agreement.
 - 1) MANITOWOC ICE MACHINE SDN BHD provides 30 months Free Maintenance Services. But in these 30 months period excludes service like Fire, Flood and Natural Disasters such as Animal damage wires. Warranty (30 months) conditions are given only to certain cases such as fire & flood. Our company needs evidence from the fire department to confirm the fire that occurred. For flood disasters, our company only provides warranty such as spare part only.
 - 2) MANITOWOC ICE MACHINE SDN BHD has the right to refuse to pay dishwasher money for those buyer companies who late make Payment of Monthly Installment.
 - 3) MANITOWOC ICE MACHINE SDN BHD provides Extend Warranty Services after 30 months, Free Maintenance Services is over.

*This Extend Warranty Services cost will be based on the prevailing Market Price of dishwasher to Calculate

.....
SIGNED by : NOORZARINA BINTI TUMIRAN
NRIC No : 850412-01-5788
For on behalf of the Hirer in the presence of
Witness

.....
Name :
NRIC No :
Date :

.....
SIGNED by :
NRIC No :
For on behalf of the Hirer in the presence of
Witness

.....
Name :
NRIC No :
Date :

SECOND SCHEDULE TERMS AND CONDITIONS

1. PROPERTY IN THE EQUIPMENT

- 1.1 Subject to Clause 5. The Equipment shall remain the property of the Company throughout the installment Period as defined in Part 2 of the FIRST SCHEDULE hereto and nothing contained in this Agreement shall confer or to be deemed to confer any right of property or otherwise in the Equipment to the Hirer.
- 1.2 The Hirer only has right to use the Equipment based on the term and conditions herein contained and shall not sell, Pledge, re-hire or lend the Equipment to any other person without the Company's prior written consent.
- 1.3 The company shall entitle to assign its right, title and interest in the Equipment and under this Agreement.
- 1.4 Notwithstanding anything contained herein, the Hirer shall have the right of property on the Equipment after the Hirer pays all the Total installment as defined in Part 3 of the FIRST SCHEDULE hereto.

2. DEPOSIT, MONTHLY RENTAL AND LATE PAYMENT INTEREST

- 2.1 The Hirer shall pay the Deposit as defined in Part 3 of the FIRST SCHEDULE hereto to the Company upon execution of this Agreement being the deposit for the installment payable for this Agreement and it is hereby agreed that the Deposit shall not at any time to be deemed to be payment in advance of any Monthly Rental herein nor shall it be utilized in any manner for the satisfaction of any moneys payable to or recoverable by the Company during the currency of this Agreement which sum shall be forfeited in the event of any terms and conditions of this Agreement by the Hirer otherwise it shall be refunded to the Hirer less any sum payable by the Hirer.
- 2.2 The Hirer shall within the Rental Period punctually pay the Monthly Rental as defined in Part 3 of the FIRST SCHEDULE Hereto in advance within the first seven (7) days of each calendar month whether legally demanded or not failing which the Hirer shall be deemed to have repudiated this Agreement.
- 2.3 Without prejudice to the foregoing, the Company shall entitle to impose a late payment interest at the rate of Zero Point Three per centum (0.3%) per day calculated based on the Monthly Rental for any late payment of the Monthly Rental commencing from the due date until the date of actual payment.

3. COMPANY'S COVENANTS

- 3.1 The company shall deliver and install the Equipment and conduct train the Hirer's personnel on the efficient use of the Equipment within one week after the date of this Agreement (hereafter referred to as the "installation Date")
- 3.2 The Company shall during the Rental Period provide the repair and maintenance services to ensure satisfactory operation of the Equipment without any further charges Provided Always that if such service or replacement is due to any accident, negligence, willful acts, tempering, recklessness, unauthorized alteration or default by the Hirer, the Hirer shall solely bear all the charges for such repair and maintenance services.
- 3.3 The Company shall carry out such repair and maintenance service during normal business hour (9.00am-5p.m from Monday to Friday, excluding public holidays in Wilayah Persekutuan Kuala Lumpur and/or Selangor) save and except Where at the Hirer's request, the repair maintenance service will be carried out outside the normal business hours, in such event the Hirer shall pay for any overtime labour charges incurred therein

4. HIRER'S COVENANTS

- 4.1 The Hirer hereby agrees that during the installment Period it shall:
 - (a) Provide space and utilities for the proper installation of the Equipment:
 - (b) Appoint two key operators who shall be instructed/trained by the Company for the operation of the Equipment
 - (c) The hirer shall ensure that the key operators operate the Equipment in a proper manner as instructed by the Company and will promptly advise the Company of any changes in the key operators:
 - (d) Refrain from modifying the Equipment other than in the manner instructed by the Company and shall not remove or obliterate the nameplate on the Equipment:
 - (d) Be liable for any authorized replacement of parts or repairs made by the willful act or negligence by or of the Hirer:

(f) refrain from removing the Equipment from the Installation Address as stated in Part 2 of the FIRST SCHEDULE hereto without the prior written consent of the Company. In the event the Hirer relocates the Equipment, the Hirer shall give the Company a two (2) week's advance notice in writing before such relocation and the Company, in giving its consent for relocating, entitles to impose a zone charge and/or an additional cost in maintaining the Equipment as a result of such relocation:

sums payable under this Agreement:

(g) Indemnify the Company against loss, damage, destruction or theft of the Equipment or part thereof:

(h) Not to assign its interest in this Agreement without the prior written consent of the Company:

(i) Notify the Company immediately of any change in address:

(j) Permit the Company, its servants or authorized agents to enter the Hirer's premises where the Equipment is installed during Normal business hours to inspect, service, repair or repossess the Equipment is installed serve not less than (2) days' notice to the Hirer.

5. DEFAULT AND TERMINATION

5.1 In the event the Hirer fails to pay any Monthly installment after the same becomes due and payable under this Agreement or have breached any of the covenants or terms and conditions contained herein, the Owner shall entitle forthwith to exercise all or any of the following remedies without having to give any prior notice or demand to the Hirer:

(a) To suspend or discontinue the service for the Equipment:

(b) To take possession of the Equipment or demand its return (with force if necessary), which the Hirer cannot refuse such request and the Owner shall not be held liable for any damage incurred therewith:

(c) To conduct any checking with any credit reporting agency and/or submit a credit reporting in respect of the Hirer or Hirer's director(s) (if any) to any credit reporting agency in respect of the Hirer's failure to pay any Monthly installment :and/or

(d) To terminate this Agreement with immediate effect and upon such termination the Hirer shall pay to the Company all Monthly installment payable from the date of such termination until the Expiry Date as stated in Part 4 of the FIRST SCHEDULE Whether legally demanded or not.

5.2 In the event. The Hirer terminates this Agreement for any reason whatsoever within the first three (30) months of the installment Period, the Hirer shall pay to the Company

(a) A sum amounting to half of all Monthly Rental payable from the date of such termination until the Expiry Date:

(b) The Monthly installment which is due or owing to the Company (if any) up to the date of such termination and

(c) Any other outstanding amount due and unpaid up to the date of such termination.

Thereafter the Hirer shall have the right of property on the Equipment and the company shall not be obliged to provide any further repair and maintenance services from the date of termination.

6. MISCELLANEOUS

6.1 Any notice or consent which is required to be given (or which it may be described to give) under or in relation to this Agreement may either be delivered by hand or sent by registered post to the recipient at the addresses of the parties provided herein 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:

(a) If deliver by hand, at the time of delivery/or

(b) If posted by registered mail, on the first business day following the expiry of three (3) days after posting.

6.2 Knowledge or acquiescence by either party hereto of or in any breach of any of the conditions or covenants herein contained shall not operate as or be deemed to be a waiver of such conditions or covenants or any of them and notwithstanding such knowledge or acquiescence each party hereto shall be entitle to exercise their respective rights under this agreement and to require strict performance by the other of the terms and conditions contained herein.

6.3 In this Agreement 'the Equipment' includes all replacements and renewals thereof and accessories and additions thereof whether made before or after the date of this Agreement.

6.4 This Agreement shall be governed by the laws of Malaysia. The courts of Malaysia shall have exclusive jurisdiction for these interpreted in accordance with the laws of Malaysia. The courts of Malaysia shall have exclusive jurisdiction for these purposes and for the determination of all actions and proceedings arising out of the Agreement.

6.5 This Agreement shall be binding upon the permitted assigns and successors-in-title of the respective parties hereto.

6.6 The Schedules hereto shall form an integral part of this Agreement.

FIRST SCHEDULE

PART 1 – Details of the Hirer

Name of Hirer	<input type="text"/>	AGG NO:
Registered Address	<input type="text"/>	
Business Address	<input type="text"/>	
Director Contact	<input type="text"/>	
NRIC No	: <input type="text"/>	
H/P No	: <input type="text"/>	
Person In Charge	<input type="text"/>	

Part 2 – Details of the Equipment

Model	:	<input type="text"/>
Engine Number	:	<input type="text"/>
Chassis Number	:	<input type="text"/>
Installation Address	:	<input type="text"/>
Installation Date	:	<input type="text"/>

Part 3 – Charges

PREPAID +INS	<input type="text"/>
Monthly Installment	<input type="text"/>
Total Prices	: <input type="text"/>

Part 4 – Period

Commencement Date	:	<input type="text"/>
Expiry Date	:	<input type="text"/>
Rental Period	:	<input type="text"/>
Contract Period	:	<input type="text"/>