

1 Lender Information

Company: Association of Process Industry

Name of Lender Representative: _____

Designation of Lender Representative: _____

Contact Number: _____

2 Borrower Information

Company: _____

Company's Address:

Name of Borrower Representative: _____

Designation of Borrower Representative: _____

Contact Number: _____

Email: _____

3 Acceptance

By accepting receipt of the Activity Analysis Tablets ("Equipment") the Borrower agrees to the terms and conditions contained herein.

3.1 Title and Risk

Equipment is and shall at all times be and remain the property of Lender. Borrower shall have no right, title or interest in the Equipment except as expressly set forth in this Agreement. Risk in the Equipment passes to the Borrower immediately upon receipt of the Equipment.

3.2 Insurance

The Borrower is responsible for the full cost of or replacement of any or all of the Equipment that is damaged, lost, confiscated, or stolen from the time Borrower assumes custody until it is returned to Lender. The Borrower shall give Lender immediate notice in the event any Equipment is lost, stolen, damaged, claimed, or for any reason threatened with seizure.

Lender disclaims all representations and warranties associated with the Equipment and any use thereof, including any warranty of fitness for a particular purpose.

3.3 Use of Equipment

Borrower shall not remove any labels, symbols, part numbers or serial numbers affixed to the Equipment. Borrower assumes full responsibility for the manner in which the Equipment is used. Borrower shall use Equipment in a careful, prudent manner, and comply with all laws, regulations, rules or ordinances of lawfully constituted authorities relating to the possession, use, storage and transport thereof; Borrower shall maintain effective control of the equipment and keep the equipment in a secure location when not in use; Borrower shall ensure that the Equipment is operated only by suitably competent persons, duly instructed with its safe operation.

3.4 Maintenance & Repair

Borrower shall maintain and the Equipment in accordance with the instructions for use. If the prescribed maintenance is not performed and the Equipment becomes disabled, Lender will not be responsible for furnishing substitute Equipment, and will in no circumstances be held liable for special or consequential damages or economic loss resulting from such disablement. Borrower further agrees to assume full responsibility for loss or destruction of, or damage to the Equipment whilst in the Borrower's possession. Borrower shall not perform, or allow any person to perform, any work in or upon or make modifications, changes, alterations, repairs to or perform other than routine daily maintenance on the Equipment unless such person is approved by Lender in writing.

3.5 Extension of Loan

Borrower may extend their loan tenure once for a maximum of 7 days (subject to availability) and must inform Lender at least 5 days before end of initial agreed loan period.

3.6 Return of Equipment

Borrower shall immediately return Equipment in good repair, condition and working order, ordinary wear and tear excepted. In the event that any of the Equipment, upon its return to Lender, is not in good repair, condition and working order, ordinary wear and tear excepted, Borrower shall be obligated to pay Lender its current time and material rates for expenses Lender incurs in bringing such Equipment up to such status. The Maximum Loan Return of Equipment beyond agreed stipulated dates shall incur a late fee of \$100/tablet/day.

3.7 Indemnification

BORROWER AGREES TO INDEMNIFY AND HOLD LENDER HARMLESS FROM AND AGAINST ALL LIABILITY AND EXPENSES (INCLUDING LEGAL COSTS ON A FULL INDEMNITY BASIS) HOWSOEVER ARISING OR INCURRED, BASED UPON DAMAGE TO PROPERTY OR INJURY TO, OR DEATH OF ANY PERSON OR ECONOMIC LOSSES OR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF, OR ATTRIBUTABLE TO BORROWER'S POSSESSION OR IN USE OF THE EQUIPMENT OR ANY BREACH BY THE BORROWER OF THE TERMS IN THIS AGREEMENT.

3.8 Amendment

This Agreement cannot be amended or modified except by in an instrument in writing signed by both Borrower and Lender. Any attempt to do so except in accordance with this paragraph shall be void.

3.9 Entire Agreement

This Agreement including all appendices, shall constitute the entire agreement between Borrower and Lender with respect to the subject matter hereto. The provisions of the Agreement supersede and replace all prior oral and written communications, agreements, and understandings of Borrower and Lender regarding such subject matter.

3.10 Waiver

No delay, neglect or forbearance on the part of Borrower or Lender in enforcing against other party any provision of the Agreement shall be deemed to be a waiver or in any way prejudice any rights of such party under the Agreement. No waiver by either party shall be effective unless made in writing. No waiver by either party of a breach of the Agreement shall constitute a waiver or any subsequent breach.

In witness whereof, the parties have executed this Agreement effective as of the date of the last party to sign this Agreement below.

1. Equipment Description

Model number: _____

IMEI: _____

Serial Number: _____

2. Loan Period (Maximum Loan Period is 1 week)

From: _____ (DD/MM/YY) **To:** _____ (DD/MM/YY)

Authorised Representative for Lender

Name: _____

Designation: _____

Date: _____

X

Please sign here with your company stamp

Authorised Representative for Borrower

Name: _____

Designation: _____

Date: _____

X

Please sign here with your company stamp

RETURN OF EQUIPMENT

By ticking this box, I hereby agree that I have safely removed all saved documents and indemnify the Lender from all liability and expenses as stated in Clause 3.7

Authorised Representative for Borrower

Name: _____

Designation: _____

Date: _____

X

Please sign here with your company stamp

For Official Use Only

The Equipment is in good working condition and ready for use

The Equipment is damaged / misplaced and Borrower would need to make payment for chargeable, lost or damaged equipment

Authorised Representative for Lender

Name: _____

Designation: _____

Date: _____

X

Please sign here with your company stamp

Appendix A

Price List for Replacement

S/N	Product	Price
1	AEG-SKU-A10i7-433 ATEX & IECEx Zone1, UL5 Div1, LTE INT, 128GB Windows 10 PRO Licensed Extended Warranty	USD2900.00
2	AEG-PAC-0029-01 : Leather Carry Case and Passive Stylus	USD250.00

As products are imported from the United States and price are quoted in USD, an invoice would be sent to Borrower's company for procurement.