

antbuildz.com

PARTNER RENTAL AGREEMENT (RENTAL WITH OPERATOR)

Latest Updated: 6 Apr 2024

Amendment Clause: 20

Terms & Condition (PARTNER)

Thank you for choosing ANTBUILDZ SDN. BHD.

ANTBUILDZ SDN. BHD. is a company incorporated in Malaysia with the company registration number 202301007975 (1501896-A) and its registered address at MBMR 1 Jalan Syed Putra, 3-3A, 58000, Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur, Malaysia ("ANTBUILDZ"). ANTBUILDZ is the owner and operator of <https://www.ANTBUILDZ.com> and any of its sub-domains or subpages (the "Website") and all services provided by ANTBUILDZ via the Website (the "Services"). The Services provided by ANTBUILDZ include but are not limited to (i) the provision of an online platform for equipment rental PARTNER and USER to facilitate the entire equipment rental process for construction work. For the avoidance of doubt, the equipment that is rented within the platform from Partners is not used by ANTBUILDZ, and are the sole responsibility of the equipment rental USER ("USER"), who have authorized ANTBUILDZ to represent and facilitate such Equipment rental process for the provision of the Services.

This page stipulates the terms and conditions (this "Agreement") between ANTBUILDZ and you as a member of our Website and/or PARTNER of our Services ("USER" and/or "you"). Please read this Agreement carefully before using the Services and Website as, by accessing and registering as a member on our Website, and/or using the Services provided by ANTBUILDZ, you acknowledge that you have read, understood, and unconditionally agree to be bound, without any limitation or qualification, by the terms and conditions contained in this Agreement. The terms and conditions shall be applied to all types of equipment listed on the platform whichever applicable.

We may need to make changes to this Agreement from time to time. We may unilaterally change the terms of this Agreement and we shall send you a notification of the same. You acknowledge that it is your responsibility to check the notification and/or the updated Agreement upon such notifications or during the creation of new bookings or commencement of your Rental Period. You further agree that your continued use of the Website and Services following the changes to this Agreement indicates your acceptance of any such changes to this Agreement. In case of dispute, ANTBUILDZ reserves the right of final decision on the interpretation of the terms and conditions in this Agreement.

It is hereby agreed between ANTBUILDZ and PARTNER as follows:

1. Rental Period

In the case of delivery/re-delivery by PARTNER, the Rental Period shall commence upon the agreed date of equipment arrived at the site with delivery/collection order duly signed by USER and shall cease upon agreed date of collection of equipment at the site with legal collection order signed by PARTNER.

In the case of self-collection/re-delivery by USER, the Rental Period shall commence upon the agreed date of collection of equipment at PARTNER yard with legal delivery order duly signed by USER and shall cease upon agreed date of equipment re-delivery back to PARTNER yard with delivery/collection order signed by PARTNER.

2. Payment Fees and Terms

PARTNER shall be charged 10% of default service fees for every successful rental and transaction of payment fees to PARTNER which may further vary subject to advance notification by ANTBUILDZ. The 10% service fees shall be included in the rate listed by the PARTNER.

2.1 The total payment fees of rental booking are based on the daily, weekly, or monthly rate set by the equipment PARTNER during equipment listing on the platform, plus the additional other fees such as security deposit, delivery/re-delivery fees, additional accessories, and taxes.

a) **Rental Fees**– The rental fees will be calculated based on the rental period regarding either daily rate, weekly rate, and monthly rate.

Daily Rental Rates refer to a consecutive period of **8 (Eight) hours** within a single day normal working hour, computed from the date and time of commencement of the rental period.

Weekly Rental Rates refer to a rental rate for a period of **continuously 7 days (One week)**, exclude Sunday and Public Holiday, computed from the date and time of commencement of the rental period.

Monthly Rental Rates refer to a rental rate for a period of **continuously 30 days (One month)**, exclude Sunday and Public Holiday, computed from the date and time of commencement of the rental period.

The daily working time shall start from 8:00 am to 5:00 pm, a total of 8 working hours per day exclude 1-hour lunchtime.

Example Calculation:

Daily Rate	Weekly Rate	Monthly Rate
\$300	\$1000	\$2500

- 5 actual working days rental = 5 x \$300, total \$1500.
- 10 actual working days rental = 1 x \$1000 + 4 x (\$1000/6), total \$1666.67
- 3 weeks rental = 3 x \$1000, total \$3000.
- 2.5 months rental = 2 x \$2500 + (\$2500/2), total \$6250.

b) **Security Deposit** – As a refundable guaranteed charge by ANTBUILDZ as set out in the order confirmation.

c) **Delivery/Re-delivery Fees** – Delivery/ Re-delivery service charge by PARTNER including assembly and disassembly of Equipment as set out in the order confirmation.

d) **Accessories** – Additional accessories as require by USER charged by PARTNER as set out in the order confirmation

For rental more than one month duration, only one-month advanced rental fees shall be made to confirm the rental reservation. The remaining rental fees paid up to one month shall be paid within 3 working days upon receiving the invoice for the upcoming rental duration. Otherwise, the rental will be immediately ceased upon completion of the existing paid rental duration and shall be considered as payment default termination.

3. Insurance

USER shall at his/its own expense, provide insurance in the name of ANTBUILDZ and USER in an amount satisfactory to ANTBUILDZ (including loss-payable and loss of use endorsements) against liability for bodily injuries including death, cargo, and or property damage arising from all use of the Equipment and to protect ANTBUILDZ and PARTNER against all loss of or damage to the Equipment in the details of Equipment. Insurance shall be in effect upon handover date to the date of re-delivery to ANTBUILDZ.

PARTNER shall at his/her expenses to provide Equipment All Risk Insurance for its supplied Equipment and Workmen Compensation Insurance to the operator.

4. Method of Payment

All payments made to PARTNER by ANTBUILDZ shall be via internet banking to the corporate account assigned by PARTNER on the platform in Ringgit Malaysia only. PARTNER shall inform ANTBUILDZ in advance if there are any changes in PARTNER bank account detail.

5. Security Deposit

A security deposit equivalent to **20% of ONE MONTH** rental fees or more subject to equipment categories shall be paid by USER to ANTBUILDZ together with payment fees for confirmation of equipment booking.

To protect the interest of PARTNER and USER, the Security deposit collected will be kept in the ANTBUILDZ account. Security deposit paid will be act as security for the performance by USER of the terms under this Agreement and any damages and overtime charges caused by USER or USER's agents to the use of Equipment during the rental period. ANTBUILDZ may use part or all of the Security Deposit to repair any damage or offset overtime charges to the use of Equipment caused by USER or USER's agents. However, ANTBUILDZ is not just limited to the security deposit amount and USER remains liable for any balance. The security deposit shall strictly not be applied or deducted from the last or any month's rent. The security deposit shall be returned to USER by ANTBUILDZ within 3 working days after rental completion.

6. Overtime Charges

Any extension working hours beyond normal working hours up to 12 am shall be considered as overtime. The overtime hourly charges rate is computed as follows:

- From 5pm – 9pm = daily rate/8 hours
- From 9pm – 12am = 1.5 x daily rate/8 hours

The overtime charges shall be computed by Partner from timesheet signed by USER and submitted to ANTBUILDZ. USER shall comment and approve the overtime calculation within 7 days upon submission by ANTBUILDZ. USER shall make the payment of the overtime charges within 3 working days upon receiving the invoice.

The payment term for the overtime charges shall be payable when paid basis. The overtime charges payment will be made to Partner by ANTBUILDZ within 3 working days upon received payment by USER.

7. Booking Confirmation and Reservation Policy

Once the USER finalizes the reservation of the Equipment in the platform, the rental reservation order will be sent to the PARTNER via email. The rental reservation period will last for 3 working days and PARTNER shall strictly not rent the equipment to another user during this period. The Purchase Order will be sent to PARTNER via email upon receipt of payment by ANTBUILDZ from USER within 3 working days or before the payment date as stipulated in the rental reservation.

In the case PARTNER not able to supply the equipment after confirmation of reservation, PARTNER shall immediately inform ANTBUILDZ and replace it with equivalent equipment. Otherwise, the rental reservation will be canceled.

8. Cancellation

There are three cancellation options (Flexible, Moderate, and Strict) that are made available for USER.

- Flexible: In the event, USER cancels the booking of Equipment order within 24 hours after making payment. No payment will be made to the PARTNER.
- Moderate: In the event USER cancels the booking of Equipment order 72 hours before the delivery of Equipment, 50% of rental fees shall be made to PARTNER within 3 working days.
- Strict: In the event, USER cancels the booking of Equipment order within 72 hours before the delivery of Equipment, 100% or up to 1 full month of rental fees and accessories fees shall be forfeited. A 50% refund of the delivery/redelivery fees and 100% security deposit shall be made to USER within 3 working days.

Summary Cancellation Options		
Cancellation by USER after rental confirmation		
Flexible	Moderate	Strict
Cancel within 24 hours after confirmation of rental reservation	Cancel in more than 72 hours prior to equipment delivery	Cancel within 72 hours prior to equipment delivery
100% full refund of rental fees, delivery/redelivery fees, accessories fees including 100% security deposit.	50% refund of rental fees and accessories rental fees including 100% of delivery/redelivery fees and 100% of security deposit.	0% refund of rental fees and accessories fees. 50% of delivery/redelivery fees or any relevant delivery fees will be charged. The remaining will be refunded together with 100% security deposit.

d) In the event of PARTNER cancel the rental before delivery of equipment, the entire rental shall be immediately ceased. ANTBUILDZ reserve the right to suspend the PARTNER account for the cancellation.

9. Change Date

For equipment rental booking of one month and above, USER shall be entitled to postpone rental start date up to one week. USER can postpone the rental start date via USER email, call and WhatsApp.

For equipment rental booking of less than one month, USER is strictly not allowed to postpone rental start date.

antbuildz.com

PARTNER RENTAL AGREEMENT (RENTAL WITH OPERATOR)

USER may request to change the start date earlier by communicate with ANTBUILDZ via email, call, and WhatsApp. The request will be strictly subject to equipment availability from the PARTNER. In some cases where the rental require permit application to operate, the USER shall strictly follow the original start date.

10. Documentation

The equipment supplied by PARTNER shall be legally registered to be used in Malaysia. PARTNER shall provide necessary documents including but not limited to:

- Lifting certificate
- Monthly maintenance checklist
- Insurance note
- Vehicle registration documents
- Relevant professional engineer certificate
- Spark Arrestor certificate
- Operator license

As and when required by USER before rental duration starts.

11. Equipment Delivery/Re-delivery

Partner shall at its own cost ensure equipment is well maintained, delivered in good working condition, completed any Equipment assembly, and certified by the authority if there is upon rental start.

USER shall inspect the equipment immediately upon delivery of equipment by the PARTNER and acknowledge the equipment delivered in a good working condition not limited to removal of dirt and other debris that may lead to the undercarriage. USER hereby acknowledges that the equipment shall be leased on "as is, where is basis" and PARTNER shall not be responsible for any defects for the quality or compliance with description or fitness for any particular of the Equipment or any part or parts thereof. PARTNER hereby excludes all warranties and representations save for those expressly provided for in this agreement.

12. Diesel Supply for Diesel Generated Equipment

Diesel top-up shall be under the responsibility of PARTNER during the entire rental duration. USER shall allow PARTNER's operator to refuel diesel during working hours without any deduction of rental.

13. Inspection

Before the Equipment is delivered to USER's site, USER may require an inspection thereof made by a competent authority, and if the Equipment is proven not to be substantially in the condition required by this Agreement, the cost of the inspection shall be paid by PARTNER. If USER fails to have such an inspection made, the Equipment shall be presumed for all purposes hereof to be in good condition and running order when delivered to the USER or his agent. ANTBUILDZ and PARTNER shall have the right at any time to enter upon the premises or place where the Equipment is located and shall be given free access thereto and afforded all necessary facilities to inspect the Equipment. Upon return of the Equipment, the PARTNER shall complete a Return Inspection if deemed necessary by PARTNER to ensure the Equipment is in good condition and running order.

14. Use of Equipment

USER acknowledges and agrees that ANTBUILDZ/PARTNER has full control over how Equipment is operated during the actual Rental Period.

USER represents and warrants:

- The delivery site will be reasonably accessible, safe, and secure and the Equipment will be operated on a safe location with a solid and level surface.
- Equipment will not be subject to neglect, carelessness, misuse, or abuse, including but not limited to, being overloaded or taxed beyond its capacity or be used for transportation, storage, use, or removal of explosives or hazardous products or materials as may be defined by local regulatory or enforcement agency.
- USER shall ensure, any lifting work to be carried out by qualified lifting team during hoisting operation all time. It is the responsibility of USER to supervise and control all the operating personnel and all works are carried out at the USER's risk.

PARTNER represents and warrants:

- PARTNER or operator shall reserve the full right to stop the operation if the operation violates standard work procedure or create a safety hazard.
- PARTNER shall ensure the accessories/lifting gear is properly certified and maintained during the rental period.
- PARTNER shall only use the Equipment carefully and properly with approved safe work procedure and will comply with all laws, rules, ordinances, statutes, and orders regarding the use and storage of the Equipment.

15. Possession of Equipment

ANTBUILDZ/PARTNER shall be entitled to possession of the Equipment for the entire rental duration. USER shall ensure smooth clearance to PARTNER/ANTBUILDZ by allowing mobilization/ demobilization of Equipment by PARTNER in good condition and working order, as it was at the commencement of the Agreement.

16. Breakdown

In the event of Equipment breakdown, USER shall immediately cease using Equipment and make a notification report via Dashboard, email, call, or WhatsApp to ANTBUILDZ immediately. ANTBUILDZ shall make necessary arrangements with Partner to repair the Equipment within 4 working hours shall it not fall on Sunday or Public Holiday. The rental rate on a prorated basis will be deducted if the breakdown hour is accumulated more than 4 working hours. Working time shall be considered from 8 am to 5 pm from Monday to Saturday.

17. Maintenance, Operation, and Repairs

PARTNER shall declares that he or its employees is certified/licensed and understand the operation of the Equipment. PARTNER shall ensure that the Equipment is not subjected to careless or needlessly rough usage at site and shall at its own expense, maintain the Equipment in good repair and operating condition.

Monthly/daily routine maintenance such as lubrication, engine oil change, hydraulic oil change, wear and tear or any activities which meant to be part of routine maintenance shall be arranged by PARTNER.

18. Notification of Loss/ Damage

If Equipment is damaged, lost, stolen, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if any other incident concerning Equipment occurs including injuring to person or property ('Occurrence'), ANTBUILDZ shall immediately notify PARTNER and will file all necessary accident reports, including those required by law and those required by insurers of Equipment, and provide all information, including documents of any nature, known to USER related to the Occurrence. ANTBUILDZ shall indemnify PARTNER against all loss and damage to the Equipment hereby obtained, during the rental period, based on the value of such Equipment stated in the Details of Equipment.

19. Late Payment and Later Return Penalty

USER will be imposed with an additional 20% of the daily rental rate per day if:

- USER failed to make payment within 3 working days prior expire of a monthly rental cycle if the rental duration is equal or more than a month.
- USER failed to return the equipment as per the agreed rental end date stipulated in the confirmation of rental reservation.

20. Rental Extension / Early Termination / Default Payment Termination

- USER can request for rental extension of at least 7 days to PARTNER via email, call, and WhatsApp. PARTNER shall inform ANTBUILDZ of the equipment availability within 24 hours. USER shall immediately make payment for the rental extension within 72 hours to confirm the extension. Otherwise, the rental extension will be considered canceled.

If no rental extension was made by USER, the rental will be terminated at the original end date and time listed on the confirmed rental reservation and re-delivery will be scheduled accordingly. If a driver from PARTNER is dispatched to pick up Equipment, and Equipment is not available for pick up or release, USER will be charged Delivery Fees and other applicable charges. USER will be responsible for the safekeeping of Equipment until the pickup takes place. USER shall be charged an additional 20% of the daily equipment rental rate and shall be deducted from USER's security deposit.

- The USER may request early termination of the equipment rental by notifying ANTBUILDZ through email, phone call, or WhatsApp. However, the USER shall be responsible for payment of the remaining rental period as per the rental reservation.
- If USER fails to make payment within 3 working days upon receiving the invoice for the upcoming rental duration payment, it shall be considered as default payment termination. USER shall immediately release the equipment for PARTNER collection after completion of the existing monthly rental duration. The security deposit will be deducted accordingly to the remaining duration.

21. Condition of Equipment Upon Return

USER will return Equipment together with all accessories, free from all damage, and in the same condition and appearance as when received by USER, allowing for ordinary wear and tear. Ordinary wear and tear of Equipment shall mean only the normal deterioration of Equipment caused by ordinary and reasonable use during the time used. The following shall not be deemed reasonable wear and tear:

- Damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of Equipment due to USER's negligence.
- Damage in the natures of dents, bending, tearing, staining, corrosion, or misalignment to or of Equipment or any part thereof due to USER's negligence
- Any other damage to Equipment that is not considered as ordinary and reasonable wear and tear due to USER's negligence. USER shall be liable for the full cost of repair if any damage as mentioned arises upon redelivery receiving inspection.

22. Indemnification

USER and ANTBUILDZ shall indemnify and hold PARTNER harmless from and against all claims, damages, losses, and expenses, including legal fees, arising out of or resulting from the rental of the equipment, even if such claims, damages, losses, or expenses are caused in whole or in part by any negligent act or omission of a party indemnified hereunder.

Likewise, PARTNER acknowledges that ANTBUILDZ is not the end-user, and shall indemnify ANTBUILDZ against all claims, damages, losses, and expenses, including but not limited to legal fees, arising out of or resulting from the rental of the equipment. In the event of any dispute, ANTBUILDZ shall represent PARTNER to mediate with USER.

23. Traffic Summonses

USER shall further be responsible for all parking charges, and toll fees arising from the use of the Vehicle rental and pay off all traffic summonses, including all notices and inquiries from related party in connection therewith via suitable payment method or respective government websites after upon completion of rental vehicles.

24. Ownership

PARTNER shall at all times retain ownership and title of the Equipment. USER shall give ANTBUILDZ immediate Notice if any of said Equipment is levied upon or is about to become liable or is threatened. With the seizure, and USER shall indemnify PARTNER against all loss and damages caused by the action.

25. Assignment / Subletting of Rental Equipment

PARTNER may assign this Contract or any rights under it at any time without USER's consent. In the event of any assignment, PARTNER's assignee will have all the rights and remedies of PARTNER outlined in this Contract.

USER shall not sublet, assign or loan Equipment, or assign any interest in this Contract to any party.

26. Location

USER shall strictly use the equipment at the location set out as in the confirmed rental reservation. The Equipment shall not be removed from the Jobsite during the Rental Period

antbuildz.com

PARTNER RENTAL AGREEMENT (RENTAL WITH OPERATOR)

without PARTNER's prior written consent. Any use or store of the Equipment at other location shall obtain PARTNER written permission.

Use of equipment offshore, on a vessel, underground, and inside a tunnel shall be strictly prohibited.

27. Force Majeure

Notwithstanding any provision contained herein to the contrary, neither ANTBUILDZ nor PARTNER shall be deemed to be in default hereunder for failing to perform obligations arising under this agreement if such failure is the result of any acts of state or governmental action, riots, disturbances, war, strikes, lockouts, terrorism, epidemics, pandemics, fire, flood hurricane, typhoon, and earthquake.

28. Encumbrances or Liens

USER shall not at any time suffer or permit any charge or lien, whether possessively or otherwise, to exist against the Equipment, and shall keep the Equipment free of all taxes liens, and encumbrances. If USER fails after demand of ANTBUILDZ, to pay off any such lien charge or encumbrance, ANTBUILDZ may pay the same and recover the amount of any such payment, with interest at 18% per annum from USER on demand.

29. Binding Effect

The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors, and permitted assigns of the Parties.

30. Dispute Resolution

This Terms of Conditions shall be governed by Malaysia law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims, or causes of action arising out of or in connection with this Terms of Conditions shall be referred to the Asian International Arbitration Centre ("AIAC"), by the Rules of the AIAC as modified or amended from time to time (the "Rules") by a sole arbitrator appointed by the mutual agreement of you and ANTBUILDZ (the "Arbitrator"). If USER and ANTBUILDZ are unable to agree on an arbitrator, the Arbitrator shall be appointed by the President of AIAC by the Rules. The seat and venue of the arbitration shall be Malaysia, in the Malay language and the fees of the Arbitrator shall be borne by USER. USER may also choose a mode of alternative dispute resolution such as the Malaysia Mediation Centre, subject to their respective rules and guidelines.

In the event of the USER's violation of the terms and services stipulated in the Rental Agreement, the USER hereby grants ANTBUILDZ irrevocable authorization to disclose the USER's information and data to the PARTNER, who holds the right to seek direct recourse against the USER.

It is explicitly stated that ANTBUILDZ shall not assume any liability whatsoever to provide compensation to any party for any costs, losses, or damages incurred as a result of the provision of false, incomplete, misleading, or inaccurate information.

31. Notice

Any notice (Communication via platform dashboard/ email/ WhatsApp) required or otherwise given according to this Agreement shall be deemed legal.

32. Waiver

The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of rent by ANTBUILDZ does not waive ANTBUILDZ's right to enforce any provisions of this Agreement.

33. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.