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USER RENTAL AGREEMENT

Latest Updated: 6 Apr 2024

Amendment Clause: 13 & 19

Terms & Conditions (USER)

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 out within the platform to the USERS is not owned by ANTBUILDZ, and are solely the property of the equipment rental PARTNER ("PARTNER") who have authorized ANTBUILDZ to represent and arrange such equipment 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 USER 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. These terms and conditions shall be applied to all types of equipment listed on the platform whichever is 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 the USER 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

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

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

Daily Rental Rates refer to a consecutive period of **24 (Twenty Four) hours**, 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)**, 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)**, computed from the date and time of commencement of the rental period.

Example Calculation:

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

- 5 days rental = 5 x \$300, total \$1500.
- 10 days rental = 1 x \$1000 + 3 x (\$1000/7), total \$1428.57
- 3 weeks rental = 3 x \$1000, total \$3000.
- 2.5 months rental = 2 x \$2500 + 15 * (\$2500/30), 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 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 and or property damage arising from all use of the Equipment and to protect ANTBUILDZ 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.

USER shall be responsible for all risks insurance from the time the Equipment leaves upon handover from PARTNER yard until the Equipment handover to PARTNER. The insurance policy shall include ANTBUILDZ as the owner of the Equipment. If Equipment delivery/redelivery is arranged by USER, USER shall take full responsibility for the Equipment and ensure transit insurance coverage of the equipment during delivery and re-delivery.

In case USER chooses not to purchase any insurance policy as above mentioned, USER shall be liable to pay the cost arise from equipment damages due to USER.

4. Method of Payment

Rental booking will ONLY be confirmed upon payment made to ANTBUILDZ. USER has two payment options as follows:

a) Telegraphic Transfer/EBANKING/ DUITNOW QR UEN Number:

USER can make booking payment to ANTBUILDZ via telegraphic transfer to bank details as follows;

Bank: UOB BANK
Account No.: 209-312-317- 6
Name: ANTBUILDZ SDN BHD
DUITNOW QR: 202301007975 (1501896-A)

b) Cheque Payment

USER can make booking payment in the form of a cheque, crossed "NOT NEGOTIABLE" and payable to ANTBUILDZ SDN. BHD.. USER shall deposit the cheque on time and booking shall be confirmed upon receiving the payment in ANTBUILDZ account.

5. Security Deposit

A security deposit equivalent to **75% 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 caused by USER or USER's agents to the Equipment during the rental period. ANTBUILDZ may use part or all of the Security Deposit to repair any damage to 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. Rental Reservation and Confirmation

Once USER finalizes the reservation of the Equipment in the platform, the rental reservation order will be sent to USER via email. USER shall proceed to make the payment via the payment method as stipulated in Clause 4 within 3 working days or the payment date as stipulated in the rental reservation order. Rental reservation will be confirmed upon receipt of payment by USER.

In the case USER is not able to make payment within the reservation period, USER can inform ANTBUILDZ of an additional 2 working days extension for payment. USER will receive immediate confirmation order after making the payment. Otherwise, the reservation will be cancelled.

7. Cancellation

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

a) **Flexible**: In the event, USER cancels the booking of Equipment order within 24 hours after making payment. A full refund of rental fees, delivery/re-delivery fees, accessories fees, including security deposit shall be made to USER within 3 working days.

b) **Moderate**: In the event USER cancels the booking of Equipment order 72 hours before the delivery of Equipment, 50% of rental fees and accessories fees will be charged. 100% of delivery/re-delivery fees, including 100% of security deposit refund shall be made to USER within 3 working days.

c) **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 PARTNER is not able to provide the equipment due to unforeseen circumstances, ANTBUILDZ has the right to replace it with equivalent equipment without consent needed from USER. ANTBUILDZ shall notify USER if there is no replacement available. The full refund shall be made to USER within 3 working days.

8. Change Date

For equipment rental booking of one month and above, USER shall be entitled to postpone the 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 the rental start date.

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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.

9. 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:

- a) Lifting certificate
- b) Monthly maintenance checklist
- c) Insurance note
- d) Vehicle registration documents
- e) Relevant professional engineer certificate
- g) Spark Arrestor certificate

As and when required by USER before rental duration starts.

10. Equipment Delivery/ Re-delivery

USER shall inspect the equipment immediately upon delivery equipment by the PARTNER or upon USER collection and acknowledge the equipment delivered in a good working condition not limited to removal of dirt and other debris on equipment and 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.

- a) The provision of a spark arrestor is not included.
- b) The provision of the generator shall include the drip pan, exclude of cables and distribution board.
- c) The provision of excavator shall include load indicator upon USER request. Quick coupler and rubber pad are excluded.

11. Diesel Supply for Diesel Generated Equipment

Diesel Generated Equipment shall be delivered/ returned by PARTNER/ USER with a minimum of a quarter tank (1/4 tank) of diesel. USER shall strictly fill the equipment with correct specification diesel only and shall not mix with water. Any consequences due to wrongly fill with diesel will be solely borne by USER.

12. Inspection

Before the Equipment is loaded for transit to USER, 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.

13. Use of Equipment

USER acknowledges and agrees that ANTBUILDZ has no control over how Equipment is operated during the actual Rental Period and that Equipment may be dangerous if used improperly or by untrained parties. USER represents and warrants:

- a) 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.
- b) 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.
- c) USER shall only use the Equipment carefully and properly with a certified operator and will comply with all laws, rules, ordinances, statutes, and orders regarding the use, maintenance, and storage of the Equipment.
- d) USER shall strictly operate the Equipment only maximum up to 260 hours per month. Any usage exceeding this limit will incur prorated hourly charges.

14. Possession of Equipment

USER shall be entitled to possession of the Equipment on the first day of the rental duration. At the expiration of the rental duration, USER shall surrender the Equipment to PARTNER by delivering the Equipment to PARTNER in good condition and working order, ordinary wear and tear accepted, as it was at the commencement of the Agreement.

15. 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 24 - 48 hours shall it not fall on Sunday or Public Holiday. The rental rate on daily basis will be deducted if the breakdown hour is accumulated more than 24 working hours. Working time shall be considered from 8 am to 5 pm from Monday to Saturday excludes Sunday and Public Holiday.

16. Maintenance, Operation, and Repairs

USER declares that he or its employees understand the operation of the Equipment. USER shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon the Equipment, and shall ensure that the Equipment is not subjected to careless or needlessly rough usage, and shall at the USER's own expense, maintain and ultimately return to PARTNER the Equipment and its appurtenances in good repair and operating condition. Without limiting the generality of the foregoing, USER shall, at the USER's own expense, during the term of this rental pay the cost of:

- a) Diesel required operating the Equipment.

b) All repairs and replacement parts including punctured tire/ flat battery due to USER negligence in operation including labor charges, are required to be made to the Equipment to keep it in good repair and running order.

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

17. 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'), USER shall immediately notify ANTBUILDZ 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. The USER shall indemnify ANTBUILDZ 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.

18. Late Payment and Late Return Penalty

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

- a) 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.
- b) USER failed to return the equipment as per the agreed rental end date stipulated in the confirmation of rental reservation.

19. Rental Extension / Early Termination

- a) USER can request for rental extension at least 3 working days before the rental end date to ANTBUILDZ via email, call, and WhatsApp. The approval will be strictly subject to equipment availability by the PARTNER. If rental extension requested approval granted to USER, USER shall immediately make payment for the rental extension within 72 hours to confirm the extension. Otherwise, the rental extension will be considered cancelled.

If ANTBUILDZ does not receive a request for an extension, the rental will be terminated at the original end date and time listed on the confirmed rental reservation and schedule a re-delivery accordingly. If a driver is dispatched to pick up Equipment, and Equipment is not available for pick up or release, USER will be charged a Delivery Fee 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.

- b) 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.
- c) 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.

20. 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:

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

21. Indemnification

USER shall indemnify and hold ANTBUILDZ and 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.

22. 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.

a) If any traffic summons, including all notices and inquiries, are sent to PARTNER before the rental duration completion, ANTBUILDZ reserves its rights to deduct security deposit from USER on traffic fines.

b) If any traffic summons, including all notices and inquiries, are sent to PARTNER after the rental duration completion, ANTBUILDZ reserves its rights to send invoices on traffic fines and USER shall be deemed to be liable to pay the fine within 3 working days upon receiving the invoice.

23. Ownership

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ANTBUILDZ 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 ANTBUILDZ against all loss and damages caused by an action.

24. Subletting of Rental Equipment

ANTBUILDZ may assign this Contract or any rights under it at any time without USER's consent. In the event of any assignment, ANTBUILDZ's assignee will have all the rights and remedies of ANTBUILDZ outlined in this Contract. USER shall not be sublet, assign or loan Equipment, or assign any interest in this Contract to any party.

25. 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 without ANTBUILDZ's prior written consent. USER shall request written permission from ANTBUILDZ to use or store the Equipment at at other the location via email, call, and WhatsApp.

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

26. Force Majeure

Notwithstanding any provision contained herein to the contrary, neither ANTBUILDZ nor USER shall be deemed to be in default hereunder for failing to perform obligations arising according to 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.

27. 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 the USER fails after the 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 the USER on demand.

28. 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.

29. 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.

30. Notice

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

31. 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.

32. 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.