

## Swire Energy Services Sdn Bhd

Unit 5-3 Oval Damansara, No. 685 Jalan Damansara, 60000 Kuala Lumpur, Malaysia Tel (main): +60 3 2771 6500 http://www.swirees.com

## Special Terms & Conditions (STC) for Rental

- Quote Validity: This quotation is valid for thirty (30) calendar days from date of quotation, unless specified otherwise
- Delivery Terms & Location: Ex-Works (Altus Oil & Gas Sdn Bhd designated yard) Incoterms 2020, unless specifically agreed.
- Rental Period: Minimum rental period is 30 calendar days. If order is cancelled after acceptance of this quotation, minimum rental period shall apply.
- Unit Availability: Units are subject to availability at time of order. At least 7 working days advance notice is required for pre-mobilization activities subject to weather condition and local governmental restrictions.
- Payment Terms: Net thirty (30) calendar days from date of invoice, unless specified otherwise.
- Currency : Malaysian Ringgit (MYR)
- Taxes & Charges: Rental charges are quoted exclusive of Transportation/Freight charges, GST, Duties, Withholding Taxes and any other
  Customs Duties and Taxes that may apply, unless specified otherwise.
- General Terms & Conditions (GTC): SES Standard Terms and Conditions will apply. Copy of the terms can be downloaded from Swire Energy Services website (www.swirees.com) or available upon request. In case there is conflict between the Quotation and PO, Terms & Conditions contained in this Quotation shall prevail.
- Certification: Additional requests beyond DNV 2.7-1 standard guidelines shall be chargeable to customer. Customer shall return the units back to SES approved location for unit and sling recertification if the certification expires during the rental period. SES reserves the right to provide any approved units as per the customers' requested specifications, except units rejected by 3rd party inspectors due to not meeting the DNV 2.7-1 specifications
- Lifting Assembly: All lifting sets are deemded safe for use as long as it passes the periodical inspections required according to DNV 2.7-1 standard. All inspections must be done by a SES approved 3rd party inspection company and a written approval from SES is required if any other inspection company to be used.
- Damages: Damages excludes fair wear & tear (FWT). For clarity, FWT excludes the following;
  - o primary structure damages,
  - o forklift pocket damages,
  - lifting structure damages (including padeyes),
  - door mechanism & structure,
  - missing/damaged accessories,
  - o significant damage to paint, wall, roof plate, floor plate, data plates (including name, manufacturer, CSC plates).

All associated costs will be back charged to customer as per the rate stated below and deemed accepted by customer if not disputed within 48 hours from issuance of notification. All replacements & repairs must be done by SES or SES appointed parties only. Customers are not allowed to do own replacement nor repairs unless approved by SES via a written approval. Damages cost:

Lids at MYR 2,000.00 each	Roof Bow at RM 850.00 each	Total Loss of Unit / Missing – Cost + 15%
Tarpaulin at RM 2,300.00 each	Cargo Net at RM 650.00 each	Repair works / Other Misc. – Cost + 15%
Sling at RM 5,500.00 each	Tank cleaning (tanks without valid certificate of cleanliness) – Cost + 15%	Disposal of waste material – Cost + 15%

- **Product Cleanliness**: At the end of rental period, all CCU units must be returned empty (for tanks must be returned with a valid certificate of cleanliness). SES reserves the right to decline receiving off-hired units if the units are not empty and the status will remain as on-hire until the issue is resolved. All associated costs for disposal of the waste material will be back charged to customer as per the rate stated in the 'Damages' section and deemed accepted by customer if not disputed within 48 hours from issuance of notification.
- Tank Compatibility with Materials: Customer is responsible and must perform their own chemical compatibility verification of the tank leased to ensure safe usage and to avoid damages to the tank. The customer is responsible to return the tanks in the same condition it was received. Any damages are chargeable as stated in the 'Damages' section.





