



**GORLY EQUIPMENT SDN BHD (1153309-M)**

No 12A, Jalan Angklung 33/20,  
Shah Alam Technology Park, Seksyen 33,  
40350 Shah Alam, Selangor.  
H/P: 016-220 4844, FAX: 03-51214395

**Click Link below to Access:**

1. [Rental Terms & Conditions](#)
2. [Sales Terms & Conditions](#)

### **EQUIPMENT RENTAL TERMS & CONDITIONS**

Equipment Rentals are subject to all terms and conditions below. The signature on the lease is represented by Lessee to be that of a person authorized to bind the Lessee to receipt of the leased equipment and the terms of this lease, on behalf of the Lessee. Full net payment of invoices are due 30 days from the invoice date. An interest charge of 1.5% per month to applies to all past due invoices. Any use of the equipment shall be deemed acknowledgment and acceptance of our Terms and Conditions. Periodic Rental charges are invoiced upon return of the leased equipment or at the end of each month's usage, whichever first occurs. For an official copy of the terms and conditions, please contact us using our online contact form or call 016-220 4844.

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**Rental Rates are Based on the following terms:**

- One day equals up to one calendar day or up to 8 hours usage.
- One week, equals up to seven calendar day or up to 56 hours usage.
- One month equals one calendar month, or up to thirty days, or up to 240 hours usage.
- Lessee agrees to reimburse leaser at multiples of these rates for machines used for multiple shifts, or machines with hour meter usage readings exceeding maximum listed work hours per any rental time period.
- Lessee warrants that lifts will not be used for sandblasting, painting, or similar work without the knowledge of leaser. Note carefully the insurance required by the terms of Paragraph 6 below. Lessor assumes no responsibility for property damage, or public liability, or for worker's compensation or other insurance required on Lessee's work. Lessees are responsible to provide OSHA compliance including operator instruction, safety belts and lanyards.



**1) Rental Period:** The rental period or period of possession shall include all time from receipt of the equipment by Customer hereafter "Lessee" up to and including the time it is returned to by Gorly Equipment S/B hereafter "Lessor" in acceptable condition for re-rental. The rental period shall also include all time necessitated by the repairs contemplated in paragraph 7 hereof. If the equipment is shipped to Lessee the rental period or period of possession shall include all time from the date of the bill of lading up to and including the date of the return bill of lading and also shall include all time necessitated by the repairs contemplated in paragraph 7 hereof. There shall be no abatement of rent during any period when the equipment is inoperable due to mechanical defect or failure or unfavorable weather or labor conditions.

**2) Terms:** By executing this Contract or taking possession of the Equipment, Lessee agrees to be bound by the terms and conditions herein. All of the terms of this Contract are incorporated into this contract. Lessee agrees to (a) pay Lessor the rental rates and other charges described herein when due, (b) return the Equipment to Lessor at the end of the Rental Period, and (c) otherwise comply with the terms of this Contract.

**3) Authority of Signee:** Any individual representative of Lessee signing this rental agreement represents and warrants that he or she is of legal age and has the authority to enter into this agreement on behalf of Lessee.

**4) Termination:** Lessor may terminate this lease at any time for any reason with or without cause. Upon Lessor's election to terminate this lease agreement. Lessee shall make available the equipment for pickup by Lessor within 24 hours. Lessee's obligations upon such termination by Lessor shall be full payment of rental invoices for such time that Lessee was in possession of equipment as provided for in paragraph 1 and paragraph 7 hereof and repair of any damage thereto.

**5) Rental Rates:** All rental rates are based on working no more than a single shift for the estimated duration of the Rental Period and are subject to change. One working day equals eight (8) hours of usage. Weekly rates equal five (5) working days (40 hours). One month is equal to four weeks. Usage shall not exceed 8 hours per day, 40 hours per week, or 160 hours per month. Additional usage shall be subject to 1.5 times the rental charge for double shifts and 2 times the rental charge for triple shifts. Lessor reserves the right to pursue over-usage charges based on the terms of this paragraph. Lessee agrees to pay Lessor for all rental, time, service, transportation, refueling, and other applicable charges in accordance with this Contract.

**6) Taxes and Other Charges:** In addition to the invoiced rental costs, Lessee shall pay all shipping charges and any assessment, sales, use, excise, personal property, taxes and any other governmental taxes, charges, fees, ad valorem, stamp and documentary fees, fines or penalties, including any under the Occupational Safety and Health Acts whatsoever assessed against or payable by Lessor. Lessee or others during the rental period on or relating to the leased equipment or the use, registration, rental, shipment, transportation, delivery or operation thereof, or relating to this Agreement, and Lessee shall file all returns and papers required thereof and furnish copies thereof to Lessor.



**7) Fuel, Maintenance and Repairs:** All fuel shall be paid for by Lessee. Lessee hereby admits that the equipment leased hereunder has been inspected by Lessee and is in good condition. Operator's manual shall accompany each item of equipment when deemed appropriate by Lessor. Lessee, at its expense, shall keep and maintain said equipment, including tires, in the same condition as when received, usual wear and tear excepted, and return it in good operating condition at the end of the rental period. Lessee shall make no alteration of the leased equipment without the written consent of Lessor. If said equipment is returned and requires maintenance work to return it to the same condition as when delivered, the rental period shall be extended to cover such period of repair and Lessee also shall pay the costs of said repair including overtime and special expenses to expedite the prompt acquisition of needed parts. Lessor shall have the exclusive option of determining whether to repair the equipment or to consider it beyond repair as a result of damage occurring while in Lessee's control during an event while in transit to Lessee or while being returned to Lessor. If Lessor determines that said equipment is beyond repair, it shall promptly notify Lessee in writing and Lessee shall then forthwith make appropriate claim to its insurance company and shall remit promptly to Lessor any sums not paid by Lessee's insurance company.

**8) Tire and Tube Repair and Replacement:** The repair and replacement of tubes and tires is not included in the rental rate and is the sole responsibility of Lessee. Lessee is responsible for the cost of replacement of damaged tires.

**9) Operation:** Lessee shall operate the leased equipment only for the purposes and within the limits for which it is designed. Lessee shall permit only competent and properly trained persons to operate the leased equipment. Lessee agrees to review operations manuals with assigned operators. Lessor reserves the right in its sole discretion to enter upon any job site or any location where the leased equipment is being used to inspect the equipment and the manner of its use, and to remove equipment without notice or consent from Lessee if Lessee is misusing or is not properly maintaining the equipment.

**10) Compliance with Law: Title Repossession and Default:** Lessee shall use the equipment in accordance with all applicable governmental laws, ordinances and regulations and shall defend, indemnify, and hold Lessor harmless from all loss, liability, or expense, including attorney's fees resulting from actual or asserted violation thereof. Lessee shall keep and maintain the equipment free and clear of any claims, liens or encumbrances. Title to the equipment shall remain with Lessor in the event of default by Lessee of any of the provisions of this lease, Lessor shall have all rights and remedies permitted by law, including but not limited to the following: (a) Lessor may require Lessee to assemble said equipment and make it available to Lessor at a place to be designated by Lessor and Lessor shall have the right to take immediate possession of the equipment without notice or consent of Lessee in which case Lessee shall have no further right to use or retain such equipment, (b) Notwithstanding the fact that Lessor retakes possession of the equipment, Lessee agrees to pay the entire amount of unpaid rental and Lessor may declare the entire amount to be immediately due and payable, (c) without demand or legal process or notice, to enter the premises where said equipment is located and take possession of and remove the same, and Lessee hereby waives any right it may have to a Court hearing (any notice thereof) both before such entry and before such repossession Lessor has affixed to said equipment a sign, logo, label or other identification to indicate that such equipment is owned by Lessor. Lessee agrees to at all times maintain and preserve such identification upon said equipment.



**11) Transfer of Use:** Lessee shall not own, sublease or otherwise transfer or encumber the leased equipment or Lessee's rights in this lease. Any such action by Lessee without Lessor written consent shall be void. All rights of Lessor hereunder may be assigned, pledged, mortgaged or otherwise disposed of in whole or in part with or without notice to Lessee, but subject to the terms of this lease. In the event of any such transfer Lessee waives any counterclaims and setoffs as to such transferee.

**12) Insurance:** The Lessee shall insure and keep said equipment insured with "All Risks of Physical Loss" coverage by an insurance company approved by Lessor. Further, Lessee does hereby agree to indemnify and hold Lessor harmless from all loss, liability or expense, storage, use or operation of said equipment, except that Lessee shall not be responsible hereunder for any claim or liability attributable solely to the negligence of Lessor. Lessee shall, throughout the term of this lease, carry commercial general liability insurance with limits of not less than RM 1,000,000 per occurrence/RM 2,000,000 annual aggregate. Lessee may achieve the required limits by adding an umbrella to their primary policy. Gorly Equipment S/B shall be named as an additional insured on the general liability, as well as the equipment policy. Such Policies shall be primary and non-contributory and include a waiver of subrogation. Lessee shall carry workers compensation coverage with statutory limits for the state of usage. Such coverage shall contain a waiver of subrogation against Lessor. All policies Lessee obtains as required by this Agreement shall contain a provision which prohibits cancellation of the policy without first delivery to both Lessee and Lessor thirty (30) days written notice of intention to cancel said policy. Lessee shall deposit such policies or acceptable certificates to Lessor and the failure to request same, shall not relieve Lessee of the responsibility provided herein.

**13) Assignment of Warranty Back Charges:** Lessee accepts equipment on an as-is basis. Since maintenance is the obligation of Lessee, Lessor makes no warranties, express or implied, as to the merchantability, design, construction, safety, capacity, of the leased equipment or its fitness for Lessee's particular use, but assigns to Lessee during the period equipment is leased any warranties made by the manufacturer. In no event shall Lessee obtain assignment of warranty back to leased equipment or back charge Lessor for any loss, liability or expense incurred as result of lack of merchantability, defects in leased equipment, unfitness for Lessee's particular rental purposes, or costs or expenses resulting therefrom.

**14) Loading/Freight:** Lessor shall load and unload equipment at its yard or its storage area during normal working hours at its expense. Loading and unloading of equipment elsewhere or at other times shall be at Lessee's expense, as shall be job site unloading, setup, disassembly and loading for return to Lessor. All such expenses of Lessor shall be charges to and paid by Lessee on a time and materials basis at rates determined by Lessor. Lessee shall pay transportation charges as to delivery FOB Lessor's yard or storage area, and upon termination of the lease, shall pay all transportation charges to the next equipment job site, not to exceed the transportation charges which would be incurred for return to Lessor's yard.

**15) Demonstration Policy:** All terms and conditions outlined above apply to demonstrations of equipment when offered by Lessor. When the equipment remains in the care, control and custody of the user beyond the period of time provided for in the demonstration agreement, regular rental charges shall commence immediately. Where the number of days is not specified, rental shall commence after the lessor of 40 hours, five (5) work days or one calendar week, whichever accumulates first.



**16) Right to Pay Obligations:** Lessor shall have the right to pay any matter which is the obligation of the Lessee hereunder including insurance premiums, and Lessee shall reimburse Lessor for any such amount paid by Lessor upon demand, but in no event later than the date upon which any periodic rental charge hereunder is due and payable. If Lessee has given Lessor a credit card number Lessee does hereby consent to Lessor charging said credit card for all obligations due hereunder.

**17) Interest and Collection Charges:** Lessee agrees to pay interest of 18% per annum on all amounts of any nature due hereunder not paid when due. Further, Lessee agrees to pay all costs of collection including reasonable attorney's fees and court costs and expenses of repossession of equipment.

**18) Severable Terms:** The provisions of this lease are severable.

**19) Governing Law; Headings:** This lease is governed by the laws of the State of Minnesota, Headings are intended merely as a guide to content and shall have no effect on the meaning or construction of the provisions of this lease.

**20) Complete Agreement; Amendment:** This lease including terms and conditions on the reverse side hereof constitutes the entire agreement between the parties and there are no representations or warranties except those made herein. This lease may not be amended except in writing signed by authorized individuals of both parties.

**21) Lessee's Permitted Use of Equipment:** Lessee agrees that Lessee has sole control over the way the Equipment is operated during the term of the Rental Period by Lessee or any other party that Lessee explicitly permits. Lessee warrants that: (a) before each use, Lessee will inspect the Equipment to confirm that it is in good condition, without defects, includes readable decals and operating and safety instructions and is suitable for Lessee's intended use; (b) any apparent agent at the Job Address listed on the front of this contract is authorized to accept delivery of the Equipment (and if Lessee requests, Lessee authorizes Lessor to leave the Equipment at the Job Address without requirement of written receipt); (c) Lessee shall notify Lessor immediately if the Equipment is Lost, malfunctioning, unsafe, damaged, disabled, levied upon, threatened with seizure, or if any Incident occurs; (d) Lessee has received from Lessor all information needed or requested regarding the operation of the Equipment; (e) Lessor is not responsible for providing operator or other training unless Lessee specifically requests in writing and Lessor agrees to provide such training (Lessee being responsible to obtain all training that Lessee desires prior to the Equipment's use); (f) only Authorized Individuals shall use and operate the Equipment; (g) the Equipment's use shall be in a careful manner and shall comply with all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA, as revised; and (h) the Equipment shall be kept in a secure location.

**22) Prohibited Use:** (i) Lessee agrees not to (a) alter or cover up any decals or insignia on the Equipment or remove any operational or safety equipment or instructions; (b) move the Equipment from the Job Address without written consent from Lessor; (c) use the Equipment in any negligent, illegal, unauthorized or abusive manner, or in any publication (print, audiovisual or electronic); or (d) overloading equipment beyond its rated capacity (e) allow the use of the Equipment by any unauthorized individual. (ii). Lessor is not obligated to repair or replace equipment that has been rendered inoperable by Lessee's misuses.



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## **EQUIPMENT SALES TERMS & CONDITIONS**

Goods sold are non-refundable.

### **Warranty Terms and Policies:**

Subject to the terms and conditions hereof, GORLY EQUIPMENT S/B. ("GORLY") warrants to the original buyer ("Buyer") that each new aerial work platform ("AWP") will be free of defective parts and workmanship under normal use and service for ONE years (12 months) from the date the product was delivered to the Buyer.

No claims under this warranty shall be valid unless written notice of the defect is provided to GORLY or its authorized distributor within thirty (30) days after such defect is first discovered, and no longer than thirty (30) days after the end of the applicable warranty period. The failure to follow GORLY's warranty claim procedures as described herein (and as may be modified by GORLY from time-to-time) will invalidate the applicable warranty.

GORLY's sole obligation to the Buyer is limited to the repair or replacement of any products or parts which GORLY, in its sole discretion, determines to be defective in materials or workmanship, at GORLY's option. Replacement products or parts may be new or factory approved reconditioned parts, at GORLY's sole discretion. All repairs or replacement must use only genuine GORLY supplied parts, and must be made in accordance with the Warranty Claim Procedures provided herein. Any parts repaired or replaced under the warranty are warranted only for the balance of the warranty period on the part that was repaired or replaced.

GORLY does not provide any warranty, and specifically disclaims any liability, relating to defective component parts or accessories that are not manufactured by GORLY (for example, batteries, tires, engines, drive train components); however, Buyer may be entitled to the respective part's Original Equipment Manufacturer (OEM) pass-through warranty, if any (subject to any OEM terms and conditions).

This warranty does not apply to ordinary wear and tear. This warranty also does not apply to negligence; use beyond the products' rated capacity or other misuse or neglect; improper installation, storage or operation; lack of normal maintenance and/or inspections as outlined in GORLY's Operator's Manual or Parts, Operation and Maintenance Manual; electrical failures due to loose wiring or corrosion; alterations to original designs and/or components; accidents, floods, fires or other natural disasters or acts of God; the introduction of foreign materials to the products; or duties, taxes, environmental fees, including without limitations, disposal or handling of tires, batteries, and petrochemical items. GORLY's liability with respect to the products sold to Buyer shall be limited to this warranty, which constitutes GORLY's entire and exclusive warranty as to the products and is the sole and exclusive remedy for defects in material and workmanship. GORLY does not assume (and has not authorized any other person to assume on its behalf) any other warranty or liability in connection with any products covered by this warranty.



**GORLY SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES INCLUDING WITHOUT LIMITATION, CLAIMS FOR PERSONAL INJURY, DEATH, DISMEMBERMENT AND/OR PROPERTY DAMAGE (WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY)) OR UNDER OTHER THEORIES OF LAW OR EQUITY, OR WHERE THE THEORY OF LIABILITY IS BASED ON THE POSITION THAT THE PRODUCTS SHOULD HAVE EXCEEDED ANY STANDARDS IMPOSED BY APPLICABLE LAW, WITH RESPECT TO PRODUCTS SOLD BY GORLY, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO.** Without limiting the generality of the foregoing, GORLY specifically disclaims any liability for property damage, penalties, special or punitive damages, damages for lost profits or revenues, down-time, lost good will, cost of capital, cost of substitute products or services, increased overhead, or for any other types of economic loss, or for claims of Buyer's customers or any third party for any such damages, costs or losses. **GORLY SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL, INDIRECT AND CONTINGENT DAMAGES WHATSOEVER.**

This warranty shall be void if, upon the occurrence of any incident involving any products made by GORLY and resulting in any personal injury or property damage, customer shall fail to notify GORLY within 48 hours of such occurrence or permit GORLY and its representatives to have immediate access to such products and all records of or within the control of customer relating to the products and occurrence. This warranty shall also be void if parts other than genuine GORLY supplied parts (or parts authorized in writing by GORLY) are used.

Buyer's rights hereunder are personal to the Buyer, and may not be transferred or assigned except with the prior written consent of GORLY or by its authorized distributor as provided in a written distribution agreement between GORLY and that distributor.

GORLY requires that all OEM's manufacture and supply components and parts to GORLY in conformity with all ANSI, CSA and/or other relevant industry standards. GORLY will not be liable under this warranty or otherwise where the defect is the result of an OEM's failure to meet this requirement.

**EXCEPT FOR THE LIMITED WARRANTY PROVIDED HEREIN, GORLY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES (EXPRESS OR IMPLIED) AS TO THE PRODUCTS FURNISHED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**





### Warranty Claim Procedures:

\*GORLY EQUIPMENT S/B, will repair or replace, at its option, the defective part or workmanship.

The selling distributor or authorized dealer shall be responsible for complete handling of customer claims under this warranty.

### Here's what to do:

1. Contact GORLY at the earliest possible opportunity, either via email [sales@gorlyequipment.com] or by telephone [(016) 220 4844], with the following information:

a. Model of the Equipment & Serial Number

2. To assist us in swift processing of the claim, we require the claimant's help to understand the condition / status of the equipment. Photo images are appreciated and may be requested by GORLY. Regardless of the issue, a detailed description of the problem, when and how it is occurring is always required.

3. Customer are required to return the defective components or the whole equipment to base at customer's expenses. Alternatively, customers may opt for on-site inspection and rectify defect services which would be charged as following rates,

a. Location: within Klang Valley – RM 350.00 per visit.

b. Location: Out from Klang Valley – Starting at RM 800.00 per visit.

*\*Price varies based on the distance to site.*

***\*Gorly will deploy its Technician to be at customer site to perform inspection and perform rectification if it is covered under the warranty policies. The rectification will be done on the spot or within five (5) working days depending on the situation.***

4. GORLY will performed full inspection to identify the root cause of the issue / defective components within seven (7) working days.

5. GORLY reserves the right to rectify by means of repair, exchange or replacement wholly at our own discretion. The decision for method of rectification will take place after inspection of the product.

6. All cost associated with the return of goods will be borne by the customer.