



Rental Agreement

1.[Agreement Establishment]

After Cuckoo has verified the Customer's credibility and other information, this Agreement comes into effect the date the Appliance is delivered to the Customer.

2.[Right of order acceptance]

Cuckoo reserves the right to accept or reject any Customer order.

3.[Unauthorized Purchases]

In the event that forged documents or any misleading information supplied by Customer are discovered during the term of rental, Cuckoo has the right to take legal proceedings to protect itself and/or to recover its losses.

4.[Minimum Contract Period]

The minimum contract period for rental of the Appliance is three (3) years after which it will automatically continue unless terminated by the customer.

5.[Installation Condition]

Installation of the Appliance will only take place after all relevant payments has been made and after checking the Customer's availability for installation.

6.[Installation Fee]

Installation of the Appliance will be undertaken by Cuckoo or its appointed technician at no additional charge.

7.[Rental Service]

Rental includes free parts and scheduled maintenance service for the duration of the rental period. However Customer is liable for the cost of parts or the Appliance in case of faults caused by Customer's misuse.

8.[Product Property]

The Appliance provided to the Customer under the rental scheme remains the property of Cuckoo. The Customer shall under no circumstances attempt to dismantle, repair, undertake maintenance work or replace any filters or parts of the rented Appliance. Customers are forbidden to relocate Appliance without prior approval from Cuckoo.

9.[Termination of Agreement]

Customer is only entitled to terminate the rental after 3 years of minimum contract period. Cuckoo reserves the right to terminate the agreement and retrieve the Appliance under the following circumstances:

- Poor environmental circumstances (e.g. extreme pollution resulting in very poor air or water quality – as determined by our Service Team), where it's difficult to manage and maintain the product, abnormal usage, transfers,
 - Sublease, modifying of product without approval by Cuckoo.
 - The monthly payment has been due for more than three (3x) months.
 - Breach of any of the terms of this agreement.
- Upon the happening of any of the events stated above within the minimum rental period, the Customer shall be liable to pay all of the amounts stipulated in clause 11. Termination is only effective upon return of the Appliance by Customer to Cuckoo

10.[Termination Fees]

Cancellation fee for early termination of rental contract will be 100% of the total payment of the remainder of the rental period.

11.[Appliance Loss Fee]

In the event of loss of Appliance, the customer will be liable to pay the amount due as following :-
Appliance Loss Fee = (Total Obligation Rental Fees) – (Total Paid Rental Fees)

- In case of serious damage or Cuckoo is unable to repossess the Appliance, customer will be liable to pay the Appliance Loss Fee.

12.[Rental Fees]

Monthly rentals fees is as per below table.

1-12 Months	13-24 Months	25-36 Months	37-48 Months	49-60 Months	61 Months Onwards
RM98.00	RM98.00	RM98.00	RM80.00	RM80.00	RM60.00

- Goods and Services Tax (GST) to be borne by customer, if applicable

13.[Monthly Rental Fees Payment]

Customer's first payment will be invoiced in the month following the Appliance installation. Customer must ensure sufficient amount to allow the Fixed Monthly Rental Payment deduction by Cuckoo. Any changes to banking account that may affect payment must be informed to Cuckoo as soon as possible to avoid any Service/Maintenance delay. Customer who selects the direct Debit mode of payment must ensure that they have sufficient balance to service the rental, failing which, Cuckoo reserves the right to stop Service Maintenance and to repossess the Appliance. If Cuckoo did not receive full payment from the Customer due to insufficient balance on the Payment Date, Cuckoo shall be entitled at a later date, appropriate a sufficient amount from the Customer's account to settle the amount owing

Action towards the Overdue Rental Account:

- 1 Month Arrears - SMS to inform customer
- 2 Month Arrears - Reminder letter to customer
- 3 Month Arrears - 2nd Reminder letter to customer
- 4 Month Arrears - Termination of maintenance service
- 5 Month Arrears - Final Letter of Demand
- 6 Month Arrears - Register as trade reference to CTOS
- 6 Month Arrears - Repossess the rental Product

14.[Cuckoo's Right To Assign]

Cuckoo may sell or assign either absolutely or by way of security any or all of Cuckoo's rights under this Agreement to any third party, and Customer agrees that Customer shall do all things necessary to give effect to such sale or assignment and to be in continuance of this Agreement thereafter.

15.[Non-Payment of Rental]

In the event Customer has continuously failed to pay the rental fee, Cuckoo has the right to stop providing service and to repossess the product. Cuckoo shall be entitled to take the necessary measures to recover the outstanding rental amount. Where excessive rental outstanding customers are concerned, Cuckoo has the option to use third party means, which shall include CTOS, collection agencies and legal proceedings.

16.[Registration Fee]

Customer shall pay a Registration fee for internal processing and arrangement and this Registration fee is not refundable.

17.[Ownership Transfer]

Upon full and prompt rental payment for five (5) continuous years, the ownership of the rented Appliance shall be transferred to the Customer at no additional charge upon application by Customer for the ownership. Customer may continue filter changing and maintenance service by signing new service package with Cuckoo.

18.[Others]

- All payments to be made herein by Customer to Cuckoo shall be by way of debiting of Customer's credit card account or any other modes of payment approved by Cuckoo from time to time. Customer shall upon signing this Agreement complete and execute the relevant payment Authorization Form as annexed hereto.
- Cuckoo shall maintain the Appliance in accordance with its current maintenance policy. However, if Appliance is used beyond its intended usage as determined by Cuckoo, and Cuckoo reserves the right to charge Customer for additional maintenance cost as Cuckoo deems necessary.
- Cuckoo shall be entitled to increase the monthly rental in order to take into account any increase in the operating cost of Cuckoo in respect of the Appliance including but not limited to any increase in the cost of labour, material and transport.
- Any changes or amendment to the Customer's personal details (address, telephone, etc.) must be informed to Cuckoo as soon as possible.
- Cuckoo will not be responsible for problems due to Customer's failure to comply with Clause 18.D
- In case of dispute, the management of Cuckoo reserves the right to make the final decision.

I hereby agree with the above terms and conditions

Name :

NRIC No :

Date :