1. Lessor guarantees that all rented objects supplied to PTT shall be in good condition for renting purpose and shall comply with such requirements as stipulated in Rent Order or Specifications and Attachment (if any) in every respect.
2. PTT reserves the right to reject rented objects which do not meet the requirements provided in Rent Order. In this case, Lessor shall promptly recollect, find a replacement for or correct such rented objects to ensure compliance with Rent Order without charge or liability being incurred by PTT. The time thereby wasted shall not be taken by Lessor as an excuse for extension of the time of delivery.
3. Lessor warrants that it shall not dispose of, transfer or assign any of its rights and/or obligations concerned under and/ or related to this Rent Order to others without prior written consent from PTT, provided that Lessor shall not be relieved from any liabilities or obligations under Rent Order.
4. In the case where Lessor is required to submit the performance guarantee to ensure the performance under the Rent Order, such performance guarantee shall be returned to Lessor when it fulfils all of its obligations under Rent Order.
5. During the renting period, if PTT believes that the rented objects are, completely or partially, defective,unworkable or not in good condition, PTT shall notify Lessor. In this case, Lessor shall promptly find a replacement for or correct such deficiency within the time determined by PTT without charge or liability being incurred by PTT.
6. If Lessor fails to deliver rented objects within the time specified, Lessor shall be liable to pay a penalty at the rate of_____ (in percentage or in money value) of the value of undelivered rented objects_____(per day/ per month/ per year) from the day after the due date of delivery until the date which PTT has completely and correctly received such rented objects, provided, however that if the undelivered rented objects have to be used in combination with or as an essential component for the rented objects already accepted by PTT, the penalty shall be imposed in full on the cost of the entire rented objects.
7. In tender of delivery under this Rent Order, on a single occasion or on several occasions, Lessor shall notify PTT the time of each delivery by giving a written notice as stated in the Rent Order, not less than 3 (three) working-day prior to the delivery date during office hours. In making the determination as to whether rented objects or work are delivered completely and correctly, Lessor agrees that PTT's sole decision shall be final.
8. Apart from the penalty under Clause 6 above, where PTT has a reasonable cause to believe that Lessor will not be able to perform obligations under Rent Order, PTT reserves the right to terminate that Rent Order, and forfeit the performance security and claim all damages arising therefrom. If PTT has to rent rented objects from another person at a higher price, Lessor shall be liable to pay for the difference or the exceeding amount within 30 (thirty) days after the date of notice thereof by PTT.
9. After submission of rented objects on each milestone or a single milestone to PTT, PTT shall make payment to Lessor on the 30th day after the date on which PTT examines and accepts rented objects under the Contract or the Rent Order and the invoice has been received by PTT, unless otherwise agreed in the Contract or Rent Order.
10. Information obtained by Lessor from PTT shall, in all cases, be treated confidential. Lessor shall not, without prior written consent from PTT, disclose the same to a third party.
11. Lessor shall be responsible for and pay stamp duties and other costs (if any) required for the Rent Order.
12. This Rent Order shall be governed by, an interpreted in accordance with, the laws of the Kingdom of Thailand
13. Lessor, having been fully satisfied with the terms and conditions herein, append their respective signatures in this Rent Order, a copy of which has duly been retained by Lessor.