

F & B EQUIPMENT SDN. BHD. (039489-P) Commercial kitchen equipment supplier Head Office: No. 5 & 6, Jalan Serindit 2, Bandar Puchong Jaya, 47170 Puchong, Selangor Darul Ehsan.

Tel: +603-58826336 (Account & Logistics) Fax: +603-58824514 (Acc.Dept.)

GST Reg No. 000483278848

CREDIT APPLICATION FORM

Private and confidential

Section 1: DEFINITION											
In this form, 'Supplier' refers to F & B Equipment Sdn Bhd and 'Borrower' refers to the business named under Section 3.											
Section 2: CREDIT LIMIT											
Credit limit applied for (RM): Terms: within days											
Section 3: INFORMATION ON YOUR BUSINESS ENTITY											
Registered name											
Business address											
	Postco	ode			Sta	ate					
Telephone no.			•		Fa	Facsimile no.					
Registered address											
	Postco	ode			Sta	ate					
Business registration								egistration ,	/		
Certificate of incorpo	ration	no				incorporation					
Authorised capital Paid-up capital											
Type of business entity (Please tick the appropriate box)											
Sole proprietor Partnership Sdn Bhd Berhad Others											
Section 4: KEY PERSONNEL FOR THE PURPOSE OF THIS ACCOUNT											
Name Position Contact no. Email addre					200						
ivaille		Position			COII	contact no.			Liliai	- addi	
		Managing Director									
	Head of Accounts										
	Head of Purchasing										
Section 5: SHAREHOLDERS / DIRECTORS / PARTNERS / PROPRIETOR											
Name New I.C. no. Res			Resid	esidential address and telephone no.					of shares held units and %)		
										,	•

Section 5: SHAREHOLDERS / DIRECTORS / PARTNERS / PROPRIETOR (cont'd)							
Name	New I.C. no.	Resident	No. of shares held (in units and %)				
Section 6: DOCUMENTS TO BE SUBMITTED WITH THIS APPLICATION:							
Sole proprietor / Partnership: Certified true copy of Business Registration (Borang A for Sole proprietor or Borang B for Partnership) Business license (Borang D) Copy of Partnership Agreement Copy of NRIC of proprietor or partners (all) Tax return for the past three years – Form B or BE Management accounts for the last three years (including the Cash Flow Statement) Bank statement of the business for the last six months			Sdn Bhd / Berhad: Certified true copy of Certificate of Incorporation (Form 9) Copy of Form 24 Copy of Form 49 Copy of NRIC of directors Audited accounts for the last three years Management accounts from the date of last audit to current (including the Cash Flow Statement) Bank statement for the last six months				
Section 7: BANK INFORMATION							
Name			Address	Account number			

Section 8: TRADE REFERENCES									
1	1 Name of organisation								
	Relationship to the Borrower (e.g. supplier/lender)								
	Address	Postcode		State					
	Telephone no.			Facsimile no.					
	Person to contact			Position					
	Telephone no.			Email address					
l	relephone no.			2	L				
2	Name of organisation	on l							
			supplier/lender	<u> </u>					
	Relationship to the	elationship to the Borrower (e.g. supplier/lender)							
	Address								
	Address	Postcode		State					
	Talanhanana	Postcode	1		<u> </u>				
	Telephone no.		+	Facsimile no.					
	Person to contact			Position					
	Telephone no.			Email address					
2									
3	Name of organisation			. 1					
	Relationship to the	Borrower (e.g. s	supplier/lender)					
	Address		T	ı	1				
		Postcode		State					
	Telephone no.			Facsimile no.					
	Person to contact			Position					
	Telephone no.			Email address					
4	Name of organisation	on							
	Relationship to the	Borrower (e.g. s	supplier/lender)					
	Address								
		Postcode		State					
	Telephone no.			Facsimile no.					
	Person to contact			Position					
	Telephone no.			Email address					
		<u> </u>							
5	Name of organisation	on							
	Relationship to the Borrower (e.g. supplier/lender)								
				1					
	Address								
		Postcode		State					
	Telephone no.			Facsimile no.					
	Person to contact			Position					
	Telephone no.			Email address					
		<u> </u>							

Section 9: DECLARATION AND CONSENT

- 1. I/We confirm that all information contained herein and all supporting documents that I /We have provided are true and complete.
- 2. I/We will notify the Supplier in the event of change of owner, partners, shareholders, business name and business address within seven (7) days of such change.
- 3. The Supplier may from time to time hereafter, at my/our written request, increase my/our credit limit (herein called 'Additional Facilities') with the Supplier. If the Additional Facilities are given, all the terms and conditions set by the Supplier in this application form will apply to the Additional Facilities as well. All declaration, consent or any other representation made by me/us in this application form will remain applicable to the Additional Facilities, unless otherwise advised by me/us in writing.
- 4. The Supplier may give notices (including computer generated notices or statements that do not require any signature) by post, facsimile, personal delivery, insertion in any statement of account to me/us; or any such mode as may be practicable and allowed by the Supplier, to my/our last known address, facsimile number or electronic mail address notified in writing by me/us to the Supplier. These notices are deemed delivered to me/us:
 - 4.1. in the case of post, two days after the date of posting, regardless of whether the notices are returned undelivered or unclaimed;
 - 4.2. in the case of facsimile, on the day of transmission;
 - 4.3. in the case of electronic mail, on the day of transmission provided that the Supplier has not received a failed or undeliverable message from my/our host provider within the day of transmission; and
 - 4.4. in the case of personal delivery, at the time of delivery.
- 5. Any notice or communications from me/us to the Supplier must be sent by personal delivery or ordinary mail to the address specified by the Supplier from time to time. Such notices shall only be received when acknowledged by the Supplier. The Supplier may rely on such notices and communications without having to enquire as to the identity of the person giving or purporting to give such notices and communications or as to its authenticity. I/We bear the risk of such communications including the risk of it being given by unauthorised persons. I/We will indemnify the Supplier against all losses, claims, demands, costs, and all other liabilities of whatever nature which the Supplier may incur or suffer as a consequence of it accepting and acting on such communication.
- 6. I/We undertake to pay all amounts due to the Supplier in accordance with the credit terms given by the Supplier, which will be stated in a Letter of Offer if this application is approved. I/We also undertake to pay immediately upon demand by the Supplier in writing, all outstanding amount due to the Supplier when the following events occurred:
 - 6.1. I/We default in payment of any amount on its due date; or
 - 6.2. Any information, declaration and representation made or implied by me/us is found to be misleading and incorrect; or
 - 6.3. Any legal proceedings, suit or action of any kind whatsoever (whether criminal or civil) is instituted against me/us.
- 7. We agree that upon demand or upon the occurrence of any event stated in paragraph 6, the Supplier can exercise all or any of the following rights and powers:
 - 7.1. to enter and take possession of all or part of the equipment(s) purchased by me/us from the Supplier (hereinafter called the Equipment).
 - 7.2. to let or lease all or part of the Equipment on such terms the Supplier decides at its absolute discretion.
 - 7.3. to receive rent and profits of the Equipment.
 - 7.4. to sell the Equipment by public auction or private treaty at such price, in such manner and generally on such terms the Supplier decides at its absolute discretion. The Supplier can bid at any such sale.
 - 7.5. to sue and bring a civil action to recover all amounts due to the Supplier.
 - I/We will do all things and execute all documents required by the Supplier in respect of the above.

- 8. I/We undertake to give a copy of our yearly management accounts within thirty (30) days after the end of each financial year and after it has been audited, a copy of the annual audited financial statements to the Supplier within seven (7) days after the date on the auditor's statement.
- 9. I/We agree that the Supplier will charge an interest of 1.5% per month on all overdue accounts.
- 10. I/We undertake to indemnify the Supplier against any losses or expenses which the Supplier sustains or incurs because of any delay or default in payment by me/us. This includes, but not limited to legal fees, court fees, Letter of Demand charges and all incidental costs.
- 11. I/We agree that the Supplier reserves the right to suspend further sales of products and services to me/us or revoke this credit facility without prior notice and without reason. In the event of legal proceedings instituted by the Supplier against me/us, any legal processes documents shall be deemed to have been duly served on me/us:
 - 11.1. if the legal document is sent by hand, at the time a copy of the document is left at my/our last known address in the Supplier's record; or
 - 11.2. if the legal document is sent by registered post, on the seventh (7th) day (including the day of posting) from the date the document is posted to my/our last known address in the Supplier's record, regardless of whether the documents are returned undelivered or unclaimed.
- 12. I/We agree that the approval or refusal of this credit facilities will be entirely at the discretion of the Supplier for which no explanation will be given.
- 13. I/We confirm that there are no proceedings (whether civil or criminal) pending or threatened against me/us.
- 14. I/We confirm that there are no bankruptcy or winding-up proceedings that have been started or threatened against me/us. No receiver or liquidator has been appointed to take over my/our assets.
- 15. In the event of a change in the legal structure of my/our business, I/We agree that all terms, condition, declaration, consent and representations contained in this form shall continue in full force and effect to:
 - 15.1. the new firm, if our organisation is a partnership, and it is dissolved to form a new one due to the introduction of a new partner or the death, bankruptcy, insanity or retirement of any existing partners; or
 - 15.2. the new company, if our organisation is corporation, it is amalgamated or taken over by other firms; and
 - 15.3. all monies and liabilities due or incurred to the Supplier from or by the new firm or corporation as though there had been no change in the firm as previously constituted.
- 16. I/We have read and understood the Personal Data Protection Act 2010 (PDPA). This PDPA, which contains details on how the Supplier processes/protects my/our personal data, can be found on the Supplier's website at www.fnbequipment.com.my.
 - 16.1. I/We consent to and authorise the Supplier to disclose my/our personal data and accounts details to the Supplier's data processors or service providers engaged to carry out the Supplier's functions and activities, the Supplier's related corporations and associated companies, regulatory bodies (government agencies, law enforcement bodies and courts), debt collection agents, lawyers and any such persons or bodies to whom the Supplier is legally required to disclose.
- 17. The Supplier may use my/our company's personal information to send to me/us the Supplier's newsletter and other marketing communications relating to the Supplier's business or the businesses of the Supplier's related companies which the Supplier think may be of interest to me/us by post or by email or similar technology. I/We understand that I/We have the right to inform the Supplier to cease using personal information concerning me/us for purpose of future direct and/or cross-marketing exercise involving the Supplier. Such request can be made in writing by mail or email to accounts@fnbequipment.com.my.

- Pursuant to the Credit Reporting Agencies Act 2010, we, the Borrower and I/We, the following individuals as Directors/Shareholders/Business Interest Parties, hereby give the Supplier consent to obtain and/or disclose any Credit Information (as defined in the Act) relating to the Borrower and me/us from and/or to any credit reporting agency or any source deemed appropriate to verify the Borrower's and my/our credit history as the Supplier and/or any credit reporting agency or any source deemed appropriate may deem fit under any applicable law, regulation, guidelines, regulatory requirement or directive in relation to the Borrower's credit application or transaction with the Supplier for the following purposes (but not limited to):

 Opening of account
 Credit evaluation
 Credit/account monitoring
 Debt recovery purposes. This may entail the listing in the credit reporting agencies' credit report to their subscribers, of any form of actions taken against the Borrower and me/us.
 - 18.6. Scoring solutions
 - 18.7. Employment evaluation

Authorised representative of the Borrower (the business entity)

18.8. Legal documentation and/or action consented to a contract or facility granted This consent shall remain applicable as long as the Borrower is maintaining an account/loan/credit/any transaction with the Supplier.

Name of signatory:	
Designation:	
Name of the Borrower (the business entit	ty):
Date:	Company stamp
This consent shall remain applica account/loan/credit/any transaction with Individual 1	able as long as the Borrower is maintaining an n the Supplier. Individual 2
Signature	Signature
Name:	Name:
Relation to the Borrower:	Relation to the Borrower:
NRIC no:	NRIC no:
Email address*:	Email address:
Handphone no.*:	Handphone no.:
Date:	Date:

Kindly add more signatories where applicable

*Email & handphone number is for credit reporting agencies to notify you in the event any parties

conducted a credit information search on you.

Section 10: PERSONAL GUARANTEE AND INDEMNITY

- 1. In consideration of the Supplier agreeing at my/our request to extend credit facilities to the Borrower or such other agreement(s) or supplementary agreement(s) or account(s) (hereinafter referred to as "Agreement") with or without notice to me/us or granting any time or indulgence in such manner to such extent and for so long as the Supplier think fit upon such terms and subject to such conditions to the Borrower, which expression shall include its successors-in-title and permitted assigns, I/We the Guarantors, hereby agree and irrevocably and unconditionally guarantee to the Supplier as follows:
 - 1.1. To pay on demand to the Supplier all sums of money or liabilities whatsoever which are now or shall hereafter from time to time be due or owing or remain unpaid or outstanding to the Supplier under the Agreement or remain unpaid on the general balance of the Borrower's account with the Supplier including all interest accrued thereon owing or remaining unpaid or incurred by the Supplier at such rate and with such rests period as may be from time to time imposed or stipulated by the Supplier both before and after judgement or order although the relationship of supplier and customer may have ceased and all costs, charges (including legal fees and charges on a solicitors and client basis) and any damages payable by the Borrower to the Supplier for the due punctual performance and observance of the terms of the Agreement thereunder notwithstanding the Guarantor(s) shall not have notice of any default, neglect or omission on the Borrower's part and notwithstanding the Supplier holding any security or taking any other guarantee or varying, exchanging or omitting to perfect or enforce any security or the Agreement or releasing any security or other guarantee.
 - 1.2. To guarantee and undertake to the Supplier prompt performance by the Borrower of all its obligations under or in connection with the Agreement and if the Borrower shall default in the payment or performance of any of its obligations whatsoever or in connection with the Agreement of the Guaranteed Liabilities, I/We will pay such sum on demand. "Guaranteed Liabilities" means all present and future obligations and liabilities of the Borrower to the Supplier under or in connection with the Agreement, whether actual or contingent, sole, joint and/or several or otherwise, together with all costs, charges and expenses, incurred by the Supplier in connection with the protection, preservation or enforcement of its rights under the Agreement.
 - 1.3. To indemnify the Supplier against all losses, expenses (including legal cost on a full indemnity basis), charges and damages incurred or suffered by the Supplier in consequence of any failure of the Borrower to perform any of the Borrower's obligations under the Agreement.
 - 1.4. To guarantee and indemnify the Supplier as principal debtor(s) and not merely as surety for all money due and payable by the Borrower and accordingly the Guarantor(s) shall not be discharged nor shall the liability of the Guarantor(s) be affected in any way by any fact, circumstance, act, omission whatsoever whether known to the Supplier or not whereby the liability of the Guarantor(s) hereunder would have been discharged if the Guarantor(s) had not been a principal debtor.
- 2. This Guarantee shall not be determined or in any way prejudiced by:
 - 2.1. any changes in the constitution of the Borrower or any of the undersigned, whether due to bankruptcy, insolvency or winding up or admission of any partners, amalgamation, reconstruction or otherwise but shall ensure and be available for all intents and purposes as if the new or resulting firm, company or concern had been the ones whose obligations were originally guaranteed or who had given the Guarantee herein, as the case may be;
 - 2.2. any amalgamation or merger by the Supplier with any other company or concern and notwithstanding any reconstruction by or of the Supplier involving the formation of and transfer of the whole or any part of the Supplier's undertakings and assets to a new company and notwithstanding the sale and transfer of the whole or any part of the Supplier's undertaking and assets to any other company;
 - 2.3. any time, forbearance, concession, waiver, consent or other indulgence given or extended to or the release of the Borrower and/or any party to any guarantee indemnity security or other instrument in respect of any moneys hereby secured all of which the Supplier are at liberty to give whether with or without the consent of or notice to the Guarantor(s);

Section 10: PERSONAL GUARANTEE AND INDEMNITY (cont'd)

- 2.4. the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the Borrower or any other person;
- 2.5. any amendment or supplement to the Agreement or other document or security;
- 2.6. any irregularity, unenforceability or any invalidity of or any defect in any obligation of the Borrower to the intent that the obligations of the Guarantor(s) under this Guarantee shall remain in full force and effect and this Guarantee shall be construed accordingly as if there were no such irregularity, unenforceability or invalidity or defect;
- 2.7. any act or omission which would not have discharged or affected the liability of the Guarantor(s) had the Guarantor(s) being a principal debtor instead of a guarantor or by anything done or omitted which but for this provision might operate to exonerate the Guarantor(s);
- 2.8. the Borrower or any other person or party to any security or document ceasing to be legally liable to discharge any obligation or liability thereunder; or
- 2.9. the determination by the Guarantor(s) or any one of them of his/their obligations under this Guarantee as to future transactions.

The Guarantor(s) hereby consent(s) to all or any of the events provided under sub-paragraph 2.1 to 2.9 (both inclusive) and declares that no further consent shall be required from the Guarantor(s) in respect thereof.

- 3. This Guarantee shall be held by the Supplier as a continuing security for the purposes of securing the Guaranteed Liabilities and any sums due and owing to the Supplier at the date of that demand for the same is made by the Supplier or the discontinuance by any means of this Guarantee by the Guarantor(s) or any of them or his/their executor(s), administrator(s) or legal representative(s) howsoever notwithstanding any payments, receipts or dividends and notwithstanding any intermediate payment or settlement of account or accounts or satisfaction of the whole or any part of any sum or sums of money due and owing as aforesaid or otherwise and notwithstanding the closing of any of the Borrower's accounts with the Supplier which is subsequently reopened or the subsequent opening of any account by the Borrower whether or not under any existing Agreements or new agreements whether solely or jointly with any other person or persons, in partnership or otherwise, and shall extend to cover all or any sum or sums of money which shall for the time being constitute the balance due and owing from the Borrower on any account or accounts or otherwise.
- 4. Any admission or acknowledgement in writing by the Borrower or any person authorised by the Borrower of the amount of indebtedness of the Borrower to the Supplier and any judgement recovered by the Supplier against the Borrower in respect of such indebtedness shall be binding and conclusive against the Guarantor(s). A statement signed by the Supplier's manager, officers or executives as to the moneys and liabilities for the time being due or incurred to the Supplier from or by the Borrower shall be final and conclusive evidence against the Guarantor(s) for all purposes including legal proceedings.
- 5. I/We hereby agree that the Supplier shall be at liberty without any further consent from the Guarantor(s) and without thereby affecting the Guarantor(s)' liability under this Guarantee at any time to determine, enlarge or vary any credit to the Borrower. The Supplier may enforce this Guarantee against the Guarantor(s) at any time notwithstanding that any bills or other instruments covered by it may be in circulation or outstanding and include the amount of the same or any of them in the said general balance of account at the Supplier's option and this Guarantee shall not be determinable by the Guarantor(s) or the Guarantor(s)' successors-in-title except on the terms of the Guarantor(s) making full provision up to the limit of the Guarantor(s) of the Guarantee of any then outstanding liabilities or obligations on the Borrower's account.
- 6. No delay or omission on the Supplier's part in exercising any right, power, privilege or remedy in respect of this Guarantee shall impair such right, power, privilege or remedy or be construed as a waiver of it nor shall any single or partial exercise of any such right, power, privilege or remedy preclude any further exercise of it or the exercise of any other right, power, privilege or remedy.

Section 10: PERSONAL GUARANTEE AND INDEMNITY (cont'd)

- 7. No assurance, security or payment which may be avoided under Section 293 or 294 of the Companies Act 1965 or by any provisions of the Bankruptcy Act 1967 and no release, settlement or discharge which may have been given on the faith or of any such assurance, security or payment shall prejudice or affect the Supplier's right to recover from the Guarantor(s) to the full extent of this Guarantee as if such assurance, security, payment, release, settlement or discharge (as the case may be) had never been granted, given or made.
- 8. Without thereby affecting the Guarantor(s)' liability hereunder, the Supplier may at any time or times at its absolute discretion and without notice to the Guarantor(s), refuse to enter into further Agreement with the Borrower.
- 9. I/We shall and hereby undertake to pay and bear all whatsoever costs, charges, fees and other disbursements (including the professional charges of the Supplier's solicitor on a full indemnity basis) in any way connected with or arising out of this Guarantee or in the enforcement of the Supplier's rights hereunder.
- 10. The Guarantor(s) warrants that the Guarantor(s) has full power and authority to enter into this Guarantee and comply with the provisions of and perform all the Guarantor(s) obligations under this Guarantee, and the Guarantor(s) is not in default under any agreement to which the Guarantor(s) is/are a party or by which the Guarantor(s) is bound and no event of default has occurred and is continuing unremedied.
- 11. The Guarantor(s) agrees that this Guarantee shall be in addition to, and not in substitution for, any other rights which the Supplier may now or hereafter have under or by virtue of any Guarantee or security or agreement or any lien or by operation of law or under any collateral or other security now or hereafter held by the Supplier or to which the Supplier may be entitled.
- 12. The Guarantor(s) unconditionally and irrevocably agrees that if any of the Guaranteed Liabilities are not recoverable on the basis of a guarantee whether by reason of any legal limitation, illegality, disability or incapacity on or of the Borrower or the Guarantor(s) or any other person or by reason of any other fact or circumstances, then the Guarantor(s) shall as separate and independent stipulation, pay to the Supplier on demand an amount or amounts equals to the amount or amounts which a Guarantor(s) would have been liable to pay but for such reason and will on demand indemnify the Supplier against any loss or liability suffered or incurred by the Supplier as a result therein.
- 13. Any demand for payment or service of any legal process may be made or effected by prepaid registered or ordinary post addressed to the Guarantor(s) at the Guarantor(s)' address specified herein or at the Guarantor(s)' last known place of business or registered address of the Guarantor(s) and such demand or legal process shall be deemed to have duly served on the fifth (5th) day following that on which it is posted, notwithstanding that the said demand of legal process may subsequently be returned undelivered by the postal authorities. "Legal process" shall mean all forms or originating process, pleadings, interlocutory applications of whatever nature, affidavits, order and such documents, other than the aforesaid, which are required to be served under any legislation or subsidiary legislation or by the terms of this Guarantee.
- 14. Any term, condition, stipulation or undertaking of this Guarantee which is illegal, prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions hereof and any such illegality, voidness prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such term, condition, stipulation, provision or undertaking in any other jurisdiction.
- 15. The Guarantor(s) hereby agrees
- 16. that the Supplier shall be at liberty:
 - 16.1. to initiate such actions, proceedings or suits or take such other steps as it may deem fit against the Guarantor(s) for recovery of all or any of the moneys or liabilities hereby secured.
 - 16.2. If there is more than one guarantor, to release or discharge anyone or more of such persons from liability under this Guarantee or any other agreements provided or to be provided to the Supplier or to compound with, accept compositions from or make any other arrangements with any such persons without in consequence releasing or discharging any other party to this Guarantee or otherwise prejudicing or affecting the Supplier's rights and remedies against any such other party.

Section 10: PERSONAL GUARANTEE AND INDEMNITY (cont'd)

- 17. This Guarantee shall be effective on the date set out by the Borrower under Section 9 of this document irrespective of the diverse dates upon which the Guarantor(s) may have executed the same.
- 18. This Guarantee shall be a continuing security binding on the Guarantor(s) and the successor-in-title and permitted assigns of the Guarantor(s). This Guarantee shall not be determined or affected by the death, bankruptcy, insolvency or liquidation of the Borrower and the Guarantor(s).
- 19. This Guarantee and all rights, obligations and liabilities arising hereunder shall be construed and determined under and be enforced in accordance with the laws of Malaysia and the Guarantor(s) agree that the Courts of Malaysia shall have jurisdiction over all dispute arising under this Guarantee.

Individual 1		Individual 2				
Signature		Signature				
Date:		Date:				
Name:		Name:				
NRIC no:		NRIC no:				
Email address:		Email address:				
Handphone no.:		Handphone no.:				
Address:		Address:				
Postcode:	State:	Postcode:	State:			

Please hand in the completed form and all supporting documents to:

The Accounts Department

J-5-3A, Setiawalk, Persiaran Wawasan, Pusat Bandar Puchong, 47160 Puchong, Selangor Darul Ehsan.
Tel No: 603 - 5882 6886 Fax No: 603 - 5882 1806 Email: creditcontrol@fnbequipment.com.my