

INNOCEMENT SDN. BHD
CUSTOMER REGISTRATION FORM
(CREDIT TERM) (V.02.2024)

COMPANY INFORMATION

Name of Company		Date of Incorporation	
Company Registration No		Contact Person	
Nature of Business		E-mail	
Telephone Number		Fax Number	
Business Address / Operations Address			
Areas of supply (*Please tick where applicable):	Northern Region (Incl. Miri, Limbang, Lawas, etc)		
	Central Region (Incl. Sib, Sarikei, Mukah etc)		
	Southern Region (Incl. Kuching, Serian, Sri Aman etc)		

COMPANY TYPE (*Please tick where appropriate):

Sendirian Berhad		Sole Proprietorship	
Berhad		Partnership	

**PARTICULAR OF MAJOR
SHAREHOLDES/PARTNERS/PROPRIETOR**

No.	Name	% of Shareholdings	NRIC No.	Position
1				
2				
3				
4				
5				

BANK REFERENCES

Bank Name		Account Number	
Bank Name		Account Number	

CREDIT TERMS APPLIED FOR

Credit Limit (RM)	
Credit Period (Days)	
Estimated Monthly Volume Required (MT):	

NOTE: Bank Guarantees of 1:1 basis is required for ALL Credit Applications.

SUPPORTING DOCUMENTS

Please attached the following documents:

- | | |
|---|--|
| 1 | Company Profile |
| 2 | Company Registration Forms - Form 9,13,24 & 49 |
| 3 | SSM Certificate of registration – for Sole proprietor/ partnership |
| 4 | 6 Months Bank Statement |
| 5 | Latest set of Audited Financial Report |
| 6 | Trading License |

<p>Submitted By:</p> <p>.....</p> <p>Signature</p> <p>Name: _____ Tel Contact No: _____</p> <p>Designation: _____ Date: _____</p>	<p>COMPANY STAMP</p>
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NOTE: The standard processing time for all credit applications, subject to completeness of information and documents submitted, is 5 Working days.

FOR INTERNAL USE

Recommended by:		Reviewed by:		Approved by:	
Signature		Signature		Signature	
Name		Name		Name	
Designation		Designation		Designation	
Date		Date		Date	

CL		CP	
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InnoCement Sdn. Bhd. 202301004567 (1498486-T)

A Member of the SEDC Group of Companies

Kuching Office : 1st Floor Of Sublot 24, Lot 8504, Block 18, Salak Land District, Vista Tunku, Petra Jaya 93050 Kuching, Sarawak, Malaysia. Tel: +6082-449920 Fax: +6082-536660 Email: innocement@sedc.my

Distribution Terminal: Lembaga Pelabuhan Tanjung Manis, Bandar Baru Tanjung Manis, 96150 Tanjung Manis, Sarawak, Malaysia. Tel: +6084-614044

LETTER OF GUARANTEE AND INDEMNITY**TO : INNOCEMENT SDN. BHD.**

202301004567 (1498486-T)

1ST FLOOR OF SUBLOT 24, LOT 8504,

BLOCK 18, SALAK LAND DISTRICT, VISTA TUNKU,

PETRA JAYA 93050 KUCHING, SARAWAK, MALAYSIA

Tel: +6082-449920 (Fax: +6082-536660)

Email: Innocement@sedc.my

Dear Sirs :

RE : ACCEPTANCE OF LETTER OF GUARANTEE AND INDEMNITY

1. In consideration of you, **Innocement Sdn Bhd** (hereinafter called “the Company” which expressions shall where the context so admits include the Company’s successors and assigns) agreeing at my request to supply or continue to supply goods on credit to

 (hereinafter referred to as “the Purchaser”) i/we, the undersigned hereby guarantee payment on demand upon us of all money due and owing by the Purchaser to the Company for such goods so supplied by you to the Purchaser from time to time. Such debts shall be deemed to be owing by us as principal debtors to the Company as aforesaid at the date that demand for the same is made by the Company together with such further sum of interest thereon and other costs, charges and expenses whether incurred in or seeking to obtain payment of all or any part of the money hereby guaranteed or otherwise howsoever as shall accrue and due to the Company before or at any time after the date of demand.
2. Interest at the rate of **1.5%** per month shall be charged on any arrears in payment from the due date to the date of full settlement.
3. The Company reserves the right to withhold approval of credit facilities and/or stop supplies without giving any reasons whatsoever and shall demand full settlement immediately of all sums that may be owing by me/us at that point of time.
4. In the event of any account becoming overdue, the Company also reserves the right to stop future and/or partial supplies without giving prior notice and without being liable to me/us for whatsoever damages incurred.
5. This Guarantee shall not be considered as satisfied by any intermediate payment or satisfaction of the whole of any part of any sum owing as aforesaid but shall be a continuing security and shall extend to cover any sum or sums of money which shall for the time being constitute the balance due from the Purchaser to the Company upon such account as hereinafter mentioned.
6. This Guarantee shall be in full force and binding as a continuing guarantee upon us and our heirs, administrators, executors or successors in title for all debts whatsoever or whensoever contracted by the Purchaser with the Company in respect of goods to be supplied by the Company to the Purchaser from time to time.
7. The Company may at all times without prejudice to this Guarantee and without discharging or in any way affecting our liability hereunder and without notice to us:-
 - a. grant to the Purchaser or to any other person any time or indulgence;
 - b. take any other securities or guarantees from the Purchaser or any other person;
 - c. deal with exchange release modify or abstain from perfecting or enforcing any securities or other guarantees or rights which the Company may now or hereafter have from or against the Purchaser or any other person;
 - d. compound with the Purchaser or with any other person or guarantor.
8. Until all money and liabilities due or incurred by the Purchaser to the Company shall have been paid or discharged, we will not by paying off any sum recoverable hereunder or by any other means or any other ground claim any set-off or counterclaim against the Purchaser in respect of any liability on our part to the Purchaser or claim or prove in competition with the Company in respect of any payment by me hereunder or be entitled to claim or have the benefit of any set-off counterclaim or proof against or dividend composition or payment by the Purchaser or the benefit of any other security which the Company may now or hereafter hold for any money or liabilities due or incurred by the Purchaser to the Company or to have any share therein.
9. To give effect to this Guarantee the Company shall be at liberty to act as though we were principal debtors to the Company for all payments guaranteed by us as aforesaid to the Company, and notwithstanding :-
 - a. our failure to complete this Guarantee; or
 - b. the fact that for any reason whatsoever the execution to this Guarantee shall not bind us; or
 - c. the release by the Company of us from further liability under this Guarantee; We shall be bound by this Guarantee and it shall be and remain a continuing security.
10. We shall not be discharged or released from this Guarantee by any arrangement made after this Guarantee or any dealing between the Purchaser and the Company without our knowledge or consent or by any variation or alteration without our knowledge or consent in the agreement between the Purchaser and the Company in respect of the payment of the outstanding moneys or the sale of goods.
11. In order to give full effect to the provisions of this Guarantee we hereby waive all rights inconsistent with such provisions and which we might otherwise as sureties be entitled to claim and enforce and we declare that the Company shall be at liberty to act as though we were principal debtors to the Company for all payments guaranteed by me as aforesaid to the Company.
12. Any notice or demand hereunder shall be deemed to have sufficiently given if sent by prepaid letter post to the address last known to the Company or state hereon whom or to whose personal representatives such notice is given and shall be assumed to have reached the addressed in the course of post.

InnoCement Sdn. Bhd. 202301004567 (1498486-T)**Kuching Office :** 1st Floor Of Sublot 24, Lot 8504, Block 18, Salak Land District, Vista Tunku, Petra Jaya 93050 Kuching, Sarawak, Malaysia(Tel: +6082-449920 Fax: +6082-536660 Email: innocement@sedc.my)**Distribution Terminal:** Lembaga Pelabuhan Tanjung Manis, Bandar Baru Tanjung Manis, 96150 Tanjung Manis, Sarawak, Malaysia(Tel: +6084-614044 Fax: +6084-614044 Email: innocement@sedc.my)

13. Any reference to writing or cognate expression includes a reference to electronic communication, telex, cable, facsimile transmission or comparable means of communication.
14. Any admission or acknowledgment in writing by the Purchaser or by any person authorized by the Purchaser of the amount of indebtedness of the Purchaser to the Company and any judgment recovered by the Company against the Purchaser in respect of such indebtedness shall be binding and conclusive against me in all Court of Law and elsewhere.
15. This Guarantee shall not be determined by the Company being absorbed by or amalgamation with or taking over any other company of firm or corporation, but shall endure and be available for past and subsequent advances and all other purposes for or by the absorbing or amalgamated company or concern.

In these clauses where the context so permits the singular includes the plural and vice versa and the masculine includes the feminine and neuter genders and persons includes a corporation.

I/We hereby declare that the above particulars are correct and that I/We shall abide by the terms and conditions as set out by Innocement Sdn Bhd .

Signed by the above-named :

Name of Signatory :

NRIC No :

Designation :

Date

Name of Signatory :

NRIC No :

Designation :

Date

In the presence of

Name of Signatory :

NRIC No :

Designation :

Date

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DECLARATION & CONSENT AUTHORIZATION

TO : INNOCEMENT SDN. BHD.

202301004567 (1498486-T)
1ST FLOOR OF SUBLOT 24, LOT 8504,
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Tel: +6082-449920 (Fax: +6082-536660)
Email: Innocement@sedc.my

Dear Sirs :

RE : CONSENT AUTHORISATION UNDER PERSONAL DATA PROTECTION ACT 2010 ("PDPA ACT") AND CREDIT REPORTING AGENCY ACT 2010 ("CRA ACT")

I/We hereby certify that the information given above is true and shall undertake to promptly inform your Company of any changes are available on to the information supplied and agree to accept the general terms and conditions of sale (copies of which request), and the trading terms of your Company as follows:

- a) To settle all outstanding debts within 45 calendar days from the date the debts are incurred, and in the event of non-compliance your Company may refuse to deliver or release further goods at your absolute discretion;
- b) To agree and allow your Company as its sole discretion to charge interest on all outstanding debts at the rate of 1.5% per month. Such interest accruing after the expiry of the 45 calendar days from the date the outstanding debt s are incurred:
- c) This application is subject to approval by your Company. After approval your Company has the full right to cancel, revise And suspend all further credit facilities at your absolute discretion without giving any reason whatsoever and may further demand immediate payment of all sums outstanding that may be due and owing by me/us.

Pursuant to the Credit Reporting Agencies (CRA) Act 2010 and Central Bank of Malaysia Act 2009, I/we the undersigned do hereby give my/our consent to you and CTOS Data Systems Sdn Bhd ("CTOS"), a registered credit reporting agency under the CRA Act to process my/our company personal data.

By this consent, /we understand and agree that:

- i. You may conduct credit/trade check, CCRIS & DCHEQS checks on me/us and where applicable on our directors shareholders, guarantors, etc with CTOS at any time for as long as I/we have a trade relationship with you or where any dues remain unpaid and outstanding with you, for any one or more of the following purposes:
 - 1) Opening of Account
 - 2) Debt recovery
 - 3) Credit/Account review
 - 4) Credit/Account monitoring
 - 5) Legal documentation consequent to a contractor facility granted by you.
 - 6) Credit/Account evaluation
- ii. You may disclose any information on my/our conduct of my/our account(s) with you, to any business entity/ies for bona fide trade checking at any time. I/we am/are also aware and understand that such information will be provided to CTOS, who may in turn share such information to subscribers of their service.
- iii. Where you require any processing of my/our application to be processed by any processing centre located outside Malaysia (including your Head Office), I/we hereby give consent to CTOS to disclose my/our credit, CCRIS & DCHEQS reports to such locations outside Malaysia.
- iv. Apart from the above, I/we the undersigned do give my/our consent to you and the CTOs, to process my/our personal data as per the PDPA Act.

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Name of Signatory:

NRIC No :

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LETTER OF BANK GUARANTEE

TO : INNOCEMENT SDN. BHD.

202301004567 (1498486-T)

1ST FLOOR OF SUBLOT 24, LOT 8504,
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TUNKU, PETRA JAYA 93050 KUCHING,
SARAWAK, MALAYSIA Tel: +6082-449920

(Fax: +6082-536660)

Email: Innocement@sedc.my

Dear Sirs :

RE : CONSENT AUTHORISATION TO PROVIDE A BANK GUARANTEE AS SECURITY FOR THE CREDIT GRANTED.

Bank Guarantee Secured:

In consideration for the extension of credit by **Innocement Sdn. Bhd.** to _____, the Applicant agrees to provide a bank guarantee as security for the credit granted. The following terms and conditions apply to the bank guarantee:

1. Bank Guarantee Details:

- i. The Applicant shall provide a bank guarantee issued by a reputable financial institution in favor of **Innocement Sdn. Bhd.**,
- ii. The bank guarantee must be valid for the duration of the credit term and renewable upon request.

2. Guarantee Amount:

- i. The amount of the bank guarantee shall be equal to the credit limit granted to the Applicant by Innocement Sdn. Bhd.

3. Activation of Guarantee:

- i. The bank guarantee may be activated by Innocement Sdn. Bhd. in the event of the Applicant's failure to fulfill payment obligations within the agreed credit terms.

4. Notice to Applicant:

- i. Innocement Sdn. Bhd. agrees to notify the Applicant in writing before activating the bank guarantee, providing details of the outstanding amount and allowing 7 days period for the Applicant to rectify the payment default.

5. Release of Bank Guarantee:

- i. Upon full and timely payment of all outstanding amounts by the Applicant, Innocement Sdn. Bhd. agrees to promptly release the bank guarantee.

6. Bank Guarantee Charges:

- i. Any charges or fees associated with obtaining and maintaining the bank guarantee shall be the responsibility of the Applicant.

Declaration:

I, the undersigned, acknowledge and agree to the terms and conditions outlined in the "Bank Guarantee Secured" section of this credit application form. I understand that the bank guarantee serves as security for the credit extended by Innocement Sdn. Bhd.

Signed by the above-named :

Name of Signatory :

NRIC No :

Designation :

Date

Name of Signatory:

NRIC No :

Designation :

Date

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Name of Signatory :

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