

To whom will be concern,

RE: APPLICATION FOR OPENING CREDIT ACCOUNT

Refer to the above caption, Kindly provide us the following documents for our credit facility approval. Below is the checklist should fulfill,

Credit Application Check List

No.	Document	Tick Box
1	Company Profile (If Have)	Yes , No
2	Memorandum & Article Indemnity	Yes , No
3	3 months statement	Yes , No
4	Latest audit account	Yes , No
5	Form 24 – Return of Allotment of Shares Or Section 14 - Application for Registration, (Superform)	Yes), No
6	Form 49 – Return Giving Particulars In Register Of Directors, Managers And Secretaries And Changes Of Particulars Or Section 58 – Notification of Appointment of the First Company Secretary	Yes() , No()
7	Existing new project agreement	Yes) , No
8	Guarantor Identification Card copy	Yes , No
9	Witness Identification Card copy	Yes() , No()
10	Credit Application Form - sign by Guarantor & Witness without company stamp	Yes() , No()
11	Term & Condition of Sale (Initial & Sign all page)	Yes() , No()
12	Letter of Guarantee (Initial & Sign all page)	Yes() , No()
13	Form of PDPA Act & CRA Act - sign without company stamp	Yes() , No()
14	Form of PDPA Act & CRA Act - sign with company stamp	Yes), No

Your corporation is greatly appreciated. Thank You.

Initial Sign:....



(Co. No. : 357621-X)

TERM & CONDITION OF SALE

1. PRICES

- 1. Prices quoted are:
 - a. All products are paying in Malaysia Ringgit. (Except contract basic)
 - i. Ready Mixed Concrete order unit counted as per cubic meter
 - ii. Precast concrete order unit counted as per Pallet
 - iii. Asphalt premix order unit counted as per Ton
 - iv. Supply and Install shall base on contract basic.
 - b. Inclusive of preparing our sampling of concrete, precast concrete and asphalt premix products. Those are ready sent to Prototech Sdn Bhd's laboratory for testing.
 - c. inclusive of retarted at normal dosage. Prices on waterproofing agent will be quoted on request. (Ready mix concrete only)
- 2. Independent testing will be the responsibility of the customer.

2. TERMS OF PAYMENT

- 1. Payment terms are as per quotation on provision of satisfactory guarantee acceptable by Prototech Sdn Bhd.
- 2. An interest charges of 1.5% per month will be levied on overdue accounts.
- 3. Prototech Sdn Bhd, reserves the right to stop delivery in the event of either:
 - a. non-payment of account, or
 - b. total supply exceeds the approved credit limit.

3. THE QUALITY OF DELIVERED CONCRETE WILL BE BASED ON THE DELIVERY ORDER.

- 1. If there is discrepancy between the Delivery Order and that of the drawing, you must inform us within two (2) days, if no complaint is received within this period, the quantity based on the Delivery Order shall be accepted as correct and we shall proceed to invoice accordingly.
- 2. In the event of the disagreement which was lodged within two (2)days, after delivery, the quality of supply shall be determined by joint measurement at site. The Joint measurement must be in accordance with the Standard Method of Measurement for Building Works. A wastage of three percent (3%) must be allowed for and included in the final calculation of volume. However, for ground structures, wastage at thirteen percent (13%) shall be allowed in the calculation of volume.

4. PRODUCTS GUARANTEE

- With Certibuild product standard MS EN 206:2016 and CIS 21:2018, we guarantee the concrete compressive strength based on test cube results is achieved the specification of concrete handling and testing are adhered to. Compliance to characteristic strength shall follow the relevant clauses stipulated in BS 5328: 1990. Sampling should be taken from the discharge chute of the mixer trucks at the middle of the dispatch.
- 2. We will not be responsible for concrete, precast concrete products or asphalt premix failure or rejected as result of:
 - a. Addition of water or admixture to the concrete by your site personal either before or after discharge from the mixed trucks. (Ready mix concrete only)
 - b. Poor placement method and handling
 - c. Delay in placement time beyond two (2) hours after time of batching. (Ready mix concrete only)
 - d. In the event that, the delivery happens time issues or poor workmanship handling, the product temperature might drop under specific target or



result to segregation matter. We reserved the right to claim by your sites. (Asphalt premix only)

- e. Placing concrete and asphalt premix during raining day.
- 3. In the event that the concrete supplied, asphalt premix are conclusively found to be below the specifications. We undertake to replace the defective concrete, precast concrete or asphalt premix products only.

5. DELIVERY

- 1. Prototech Sdn Bhd, is responsible for the delivery of concrete, precast concrete products or Asphalt premix up to the project site at all reasonable times. It is customer responsibility to provide accessible and will compact roads for easy transportation. Any damage caused to the trucks due to poor access road will be borne by the customer.
- Prototech Sdn Bhd, reserves the right to invoice the concrete, precast concrete products or Asphalt premix ordered and confirmed by customer but canceled after the concrete, precast concrete products or Asphalt premix had been batched. Prototech Sdn Bhd, shall not be responsible for any concrete, precast concrete products or Asphalt premix delivered, misplaced or wrongly accepted after acceptance of our delivery order.
- 3. In the event of one of the Delivery Orders being misplaced or not signed by your representative during the supply, Prototech Sdn Bhd reserves the right to invoice on the total progress or the final confirmed quantity as shown on the Delivery Order.
- 4. Prototech Sdn Bhd, shall not be responsible for the failure to make deliveries prevented by strike, labour trouble, look-outs, accidents, breakdowns in machinery or any other unforeseen circumstances beyond the company's control.

6. FREIGHT CHARGES

1. Concrete

For every one cubic meter less than three (3) cubic meter delivered, a freight charges at current rates meter shall be imposed. Freight charges shall be waived for one delivery per day below three (3) cubic meters where a minimum order of thirty (30) cubic meters for that particular's day is received.

- Asphalt premix
 For every one ton delivered, a freight charges at current rates ton shall be imposed.
- 3. Reallocate the delivery for precast concrete or asphalt premix products will have additional charge on customer subjects to location determined and individual case study.

7. CHARGES ON WAITING TIME

- 1. Concrete
 - a. For every hour after the maximum time of 45 minutes allowed for discharges, there will be a charges of RM 30.00 per hour.
 - b. Concrete precast products unloaded over 2 hours; it will insert overtime charges subject to site conditions. Prototech reserve the right to identity the fees.
- 2. Asphalt premix
 - a. For every hour after the maximum time of 45 minutes allowed for discharges, there will be a charges of RM 30.00 per hour.
 - b. Asphalt premix products unloaded over 2 hours; it will insert overtime charges subject to site conditions. Prototech reserve the right to identity the fees.



PROTOTECH SDN. BHD.

(Co. No.: 357621-X)

8. PURCHASE

In accepting this quotation, the address agrees to order all supplies of ready-mixed concrete, precast concrete or asphalt premix products for the project from Prototech Sdn Bhd.

9. ACCEPTANCE OF ORDER

All orders are subject to our final acceptance.

10. TERMINATION

In the event that you fail to make payment in accordance with the terms hereof or your breach any other terms of condition herein, Prototech Sdn Bhd, shall have the right to terminate this agreement in which event you shall be liable for all losses and damaged suffered by Prototech Sdn Bhd, as result thereof including our loss on profit.

11. VALIDITY OF QUOTATION

Prices quoted are valid up to 30 calendar days from the date hereof, thereafter, prices are subject to change according to the rates of all raw materials and any other rates which may be imposed by the Government which affect the cost of producing ready-mixed concrete, precast concrete or asphalt premix. We shall keep you informed at the earliest possible time.

Your Faithfully,	We agree the term and condition
Prototech Director	Signature & Co. Stamp
	Name : I/C. No.:
	Date :





Tel: +609-7737800, 7737733 Fax: +609-7737880 Website : www.prototech.my Email : sales@prototech.my, admin@prototech.my : Lot PT 484 & 485, Jalan Salor, Batu 6, Kg. Pendek, Daerah Pendek, 15100 Kota Bharu, Kelantan.

🍙 (Co. No. 357621-X)

Batching Plant

Tel: +609-7012888, 7011878 Fax: +609-7012233

CREDIT APPLICATION FORM

1. Full Name Of Company :					
2. (a) Registered Address :			2. (b) Tel. No :		
3. (a) Business Address :				3. (b) Tel. No :	
4. Nature Of Business :					
			T		
5. (a) Date Of Registration / Incorpor	ation :		5. (b) Registration No. :		
			7. Credit Facilities Required		
6. Capital : Authorised RM	6. Capital : Authorised RM				
Paid Up RM	Paid Up RM				
8. Legal Constitution (tick where appropriate)					
a) Sole Proprietorship	b) Partnersh	ip o	e) Private Limited Co d) Public	Limited Co.	
9. Proprietors / Partners / Directors and Senior Management					
Name	NRIC NO.	Designation	Residential Address	% Shareholding	
10. Bankers					
Name	Accoi	unt No.	Address	Credit Facilities	
	L				

11. Trade References					
Name	Telephone No.	Ac	ldress		Credit Limit
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12. Related Companies, Subsidia	1	1			1
Name	Nature of Business	Ad	dress		Paid-Up Capital
		• • • • • • • • • • • • • • • • • • • •			•
13. Major Projects Completed :					
a. Name					
Date of commencement :	Est Value :	Owner			
Date of completion :	RM				
b. Name		Lances and a second			
Date of commencement : Date of completion :	Est Value : RM	Owner			
 <u>Details of Individual Guarantors</u> Name 	<u>3</u>	Occupation	Address		
NRIC No.	AGE	oouputon	7.007000		
15. To facilitate the credit assessme	ent, attached are : (tick where a	onronriate)			
the latest audited a/c	Income Statement to I/Ta		<u>а Г</u>	M&Aof	the Company
			<u> </u>		
l,					-
hereby declare that the information given in this application true and shall undertake to inform PROTOTECH SDN. BHD. of any changes to the information supplied.					
COMPANY'S OFFICAL STAMP:					
Signature					
Name					
Designation					
Date					



(CO. NO. : 357621-A)

Letter of Guarantee

To: PROTOTECH SDN BHD

In consideration of your having at our request and inducement agreed to supply goods or continue to supply goods and/or give credit to

(!hereinafter call "the Customer") in such manner to such extent on such terms and conditions and for so long as you may deem fit, I/we, the undersigned do hereby irrevocably and unconditionally jointly and severally

- A. guarantee as principal/s and not merely as surety/ies the payment on demand of all monies due to you and the discharge of all liabilities incurred to you by the Customer whether alone or with any other body(ies) or person(s); and
- B. further undertake to indemnify and keep you fully and completely indemnified against all losses, actions, proceedings, claims, demands, damages, cost and expenses (including but not limited to legal fees on a Solicitor and client basis) whatsoever which you may incur or sustain by reason of the failure on the part of the Customer to pay all monies due to you and discharge all liabilities incurred to you by the Customer.
- C. 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 or at such other rate which you may at any time and from time to time stipulate.
- D. This Guarantee and Indemnity shall be without prejudice to and shall not be affected by nor shall I/we be released or exone-rated by any of the matters following, whether with or without consent by or notice to me/us:
- E. the refusal of any further supplies of goods to the Customer or the determination, increase or variation of any credit or terms of credit to the customer;
- F. the variation, exchange, renewal, release or modification of any securities, negotiable or otherwise including other guarantees which you may now or at any time hereafter hold from the Customer or any other person or persons in respect of any monies hereby guaranteed or the refusal or neglect to complete enforce or assign any judgment specialty or other security or instrument negotiable or otherwise and whether satisfied by payment or not;
- G. any time given or extended to the Customer and/or any other persons (including parties to any negotiable or other security instrument guarantee or contract) including ourselves or any of us or any other indulgence granted to or release compromise composition or arrangement made with the Customer and or any other person or persons including ourselves or any of us; and
- H. the winding-up, liquidation or dissolution of the Customer or the death, bankruptcy, insanity, or incapacity of the Customer
- I. Any statement of indebtedness in writing signed by any your authorised officers shall be conclusive proof of the amount of indebtedness of the Customer to you and any judgment recovered by you against the Customer in respect of such indebtedness shall be binding and conclusive on and against me/us or anyone of us or my/our executors, administrators and legal representatives in all courts of law and elsewhere.
- J. This guarantee and Indemnity shall be in addition to and shall not be in any way prejudiced or affected by any collateral or other security now or hereafter held by you for all or any part of the monies hereby guaranteed nor shall such collateral or other security or any lien to which you may be otherwise entitled to or the liability of any person or persons not parties hereto for all or any part of the monies hereby secured be in anyway prejudiced or affected by this Guarantee and Indemnity. And all monies received by you from me/us or any one of us or the Customer or any persons liable to pay the same may be applied by you to any account or item of account or to any transaction which the same be applicable.
- K. You shall be at liberty to release or discharge any of us from the obligations of this Guarantee and Indemnity or to accept any composition from or make any other arrangements with any of us without thereby. prejudicing or affecting your rights and remedies against the other or others of us, whether or not the remaining of us shall have notice of or assented to such release, discharge compositions or other arrangements and whether or not you have reserved your remedies against the other or others of us,

Initial Sign.....

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and the bankruptcy, death, insanity or incapacity of any one of us shall not affect the liability of the other or others of us.

(Co. No. : 357621-X)

PROTOTECH SDN. BHD.

- L. Any money received hereunder may be placed and kept to the credit of a suspense account or accounts for so long as you think fit without any obligation in the meantime to apply the same or any part thereof in or towards discharge of any monies or liabilities due or incurred by the Customer. Notwithstanding any such payment, in the event of any proceedings in or analogous to bankruptcy liquidation composition or arrangement, you may prove for and agree to accept any dividend or composition in respect of the whole or any part of such monies and liabilities in the same manner as if this Guarantee and indemnity had not been given. If the Customer shall become bankrupt or in the case of the Customer being a corporation become subject to winding-up proceedings whether voluntary or otherwise you may notwithstanding payment to you by me/us or any one of us any person of the whole or any part of the amount hereby guaranteed rank as creditor and prove against the assets or estate of the Customer for the full amount of your claim and you may and shall receive and retain the whole of the dividends to the exclusion of all my/our rights as guarantors in competition with you until your claim is fully satisfied. No money or dividend received by you in the bankruptcy insolvency or winding-up of the Customer shall be treated as received in respect of this Guarantee and Indemnity or otherwise in relation to me/us but the full amount hereby guaranteed shall be payable by me/us until you have recovered from all sources one hundred sen in the ringgit on the ultimate balance outstanding against the Customer.
- M. No assurance security or payment which may be avoided under any enactments relating to bankruptcy or under Section 293 or 294 of the Companies Act 1965 or any statutory modification or re-enactment thereof and no release settlement or discharge which may have been given or made on the faith of any such assurance security or payment shall prejudice or affect your right to recover from me/us or any one of us to the full extent of this Guarantee and Indemnity as if such assurance security payment release settlement or discharge (as the case may be) had never been granted given or made.
- N. Save as may herein be otherwise provided any notice or demand hereunder shall be deemed to have been sufficiently given if sent by prepaid post to my/our address(es) provided below or to my/our last known address(es) and shall be presumed to have reached the addresses in the ordinary course of post. In case of my/ our death or the death of any one of us and until you receive notice in writing of the grant of probate or letters of administration as the case may be any notice or demand by you sent by post as aforesaid addressed to me/us or my/our personal representative(s) at my/our address(es) last known to you or stated herein shall for all purposes of this Guarantee and Indemnity be deemed a sufficient notice or demand by you to me/us and my/our personal representative(s) and shall be as effectual as if I/we were still living.
- O. I/We hereby declare that I/we have not received any security from the Customer for the giving of this Guarantee and Indemnity and I/we agree that I/we will not as long as any monies from time to time and at any time due and payable by the Customer remain outstanding take any security from the Customer in respect of my/our liabilities hereunder and I/we agree that in the event of my/our taking such security they shall be held in trust for you and forthwith be deposited with you.
- P. My/Our liabilities and obligations under this Guarantee and Indemnity shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation reconstruction or otherwise which may be made in your constitution or in the constitution of the Customer.
- Q. All monies received from or on account of the Customer from any person or from the realization of any security or otherwise shall be treated for all purposes as payments in gross and not as appropriated or attributable to any specific part of item of the monies owing to you even if appropriated thereto by the person otherwise entitled so to appropriate. All securities now or at anytime held by you shall be treated as securities for the said general balance. I/We will make no claim to such securities or any part thereof or any interest therein unless and until I/we have paid all monies due from me/us under this Guarantee and Indemnity and you have received the full amount of such general balance.
- R. All sums payable by me/us under this Guarantee and Indemnity shall be paid in full without set-off, counterclaim, condition or qualification of any nature whatsoever.

Initial Sign.....

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- S. This Guarantee and Indemnity shall be a continuing guarantee and security for all monies whatsoever now or hereafter owing to you by the Customer whether alone or jointly and severally with another or others and whether as principal or surety notwithstanding that the Customer may at any time or times cease to be indebted to you for any period or periods and notwithstanding any settlement of accounts or accounts or otherwise.
- T. My/Our liabilities hereunder shall subsist whether or not you have a legal right or claim against the Customer and/ or any other surety and/or against any security you may now or at any time hereafter or from time to time have from or against the Customer or any other person for any sum, loss or damage and whether or not you have availed yourself of your legal remedies against the Customer and/or any other surety and/or against any security as aforesaid.
- U. All costs and disbursements of and incidental to this Guarantee and Indemnity and the collection of any monies due or to become due hereunder including your legal costs on a full indemnity basis shall be borne by me/us.
- V. No failure to delay by you in exercising any right, power of privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power of privilege exclude any further exercise thereof or the exercise of any other right, power of privilege.
- W. Notwithstanding anything hereinbefore contained this Guarantee and Indemnity shall not be avoided by the failure or neglect of any of the guarantors to execute same or any guarantee, but shall be binding on all those guarantors who have actually executed.
- X. This Guarantee and Indemnity shall be binding upon my/our respective heirs, personal representatives, administrators and permitted assigns and your successors-in-title and assigns.
- Y. This Guarantee and Indemnity shall be governed by and construed in all respects in accordance with the laws of Malaysia and I/we hereby submit to the jurisdiction of the courts of Malaysia in any state which you may elect in all matters connected with my/our obligations and liabilities hereunder and I/we further agree that the service of any writ of summons or any legal process in respect of any action arising out of or connected with this Guarantee and Indemnity may be effected by forwarding a copy of the writ of summons and statement of claim or other legal process by prepaid post to my/our respective address(es) set out below or my/our last known address(es).
- Z. This Guarantee and Indemnity shall not be determined or affected by the death or insanity of any one or more of us but shall in all respects and for all purposes be binding and operative until determined as to future transactions by ninety (90) days (or such longer period as you stipulate) notice in writing to you by us or any one of us or by the personal representatives of any one of us who may be dead or in case of insanity of any of us by the person legally entitled to represent the insane person. During the pendency of such notice, you may fulfil any requirements of the Customer based on agreements express or implied prior to receipt of such notice and you may continue to supply goods and/or give further credit or accommodation to the Customer as you would have done had you not received such notice and any monies due or remaining unpaid at or after the expiration of such notice shall form part of the whole amount outstanding. Upon the expiry of the said notice, this Guarantee and Indemnity shall be determined as to future transactions as regards the person who has given notice as aforesaid.

In this guarantee and Indemnity unless otherwise inconsistent

- 1. words in the singular include the plural, and words in the plural include the singular; and
- 2. where this Guarantee and Indemnity is given or executed by two (2) or more persons, agreements, covenants, guarantees, stipulations and undertakings expressed to be made by and on the part of such persons shall be and are binding upon such persons jointly and severally.

Initial Sign.....

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IN WITNESS WHEREOF this Guarantee and Indemnity has been executed on the

Signed by the Guarantor(s)	Signed by Witness
Nomo :	Nomo :
Name : I/C No. :	Name : I/C No. :
Date :	Date :
Address :	Address :
Signed by the Guarantor(s)	Signed by Witness
Norma i	
Name : I/C No. :	Name : I/C No. :
Date :	Date :
Address :	Address :
	/ ddie55 .
Signed by the Guarantor(s)	Signed by Witness
Name :	Name :
I/C No. :	I/C No. :
Date :	Date :
Address :	Address :
Signed by the Cuprents (a)	Signed by Witness
Signed by the Guarantor(s)	Signed by Witness
Nama :	Nama i
Name : I/C No. :	Name : I/C No. :
Date :	Date :
Address :	Address :

Date:

To PROTOTECH SDN. BHD.(Co. No. 357621-X) Lot PT 1505, Kawasan Perindustrian Pengkalan Chepa II, 16100 Kota Bharu, Kelantan.

Dear Sir,

RE : Consent Authorisation Under Personal Data Protection Act 2010 (" PDPA Act") and Credit Reporting Agency Act 2010 ("CRA Act")

Pursuant to the CRA Act, I/we the undersigned do hereby give my/our consent to you and CTOS Data Systems Sdn Bhd (" CTOS"), a resgistered credit reporting agency under the CRA Act to process my/our company and personal data.

By this consent, I/We understand and agree that :

i) You may conduct credit / trade checks on us and where applicable, our director(s), shareholder(s) and guarantor(s) (collectively the " Parties"), 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:

* Opening of account

- * Credit I Account monitoring
- * Credit/ Account review
- * Credit / Account evaluation

- * Debt recovery
- * Legal documentation consequent to a contract or facility granted by you.

ii) You may disclose any information on the Parties' conduct of their accounts with you, to any business entity/ies for bona fide trade checking at any time. The Parties are also aware and understand that such information will be provided to a credit reporting agency/ies, who may in turn share such information to subscribers of their service.

iii) Where you require any processing of our application to be processed by any processing centre located outside Malaysia (including your Head Office), the Parties hereby give consent to CTOS to disclose their credit reports to such locations outside Malaysia.

iv) Apart from the above, the Parties undersigned do give our consent to you and the CTOS, to process my/our personal data as per the POPA Act.

Signed By

Authorized Signatory of Applicant Name: IC Number: Designation:

Authorized Signatory of Applicant Name: IC Number: Designation:

Company Stamp :

Signed By

Authorized Signatory of Applicant

Name: IC Number: Designation:

Authorized Signatory of Applicant Name: IC Number: Designation: Date:

To PROTOTECH SDN. BHD.(Co. No. 357621-X) Lot PT 1505, Kawasan Perindustrian Pengkalan Chepa II, 16100 Kota Bharu, Kelantan.

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- * Credit I Account monitoring
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- * Credit / Account evaluation

- * Debt recovery
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Signed By

Authorized Signatory of Applicant Name: IC Number: Designation:

Authorized Signatory of Applicant Name: IC Number: Designation: Signed By

Authorized Signatory of Applicant

Name: IC Number: Designation:

Authorized Signatory of Applicant Name: IC Number: Designation: