

POLYFLOR (M) SDN BHD

CREDIT ACCOUNT APPLICATION

To enable us to process your application, please provide us with the following documents:

In the case of a:

1. Company

- Certificate of incorporation of company / change of name of company (where applicable)
- Latest Annual Return
- Constitution
- Latest audited financial statements
- Latest 3 months' bank statements
- In the case of a public company, the latest Annual Report

2. Sole Proprietorship/Partnership

- Business registration (Form A)
- Certificate of registration of business (Form D)
- Registration of changes to business (Form B), if applicable
- Latest 3 months' bank statements

For non-Malaysian entities, please provide us with the equivalent of the above.

The Customer applies for a credit account from the Company and submits the following information:

(For cash sale Customers, please delete as appropriate or answer "N/A" where inapplicable)

TO: POLYFLOR (M) SDN BHD ("the Company")

1. Customer Account Details

Legal entity of business or account:

- Individual
 Sole Proprietorship
 Partnership
 Public Company
 Private Company
 Other (please specify): _____

Individual/Business/Company Name (in full):

NRIC/Passport No.: _____ Business/Company Registration No.: _____

Type of Business: _____

Country of Incorporation: _____ Date of Incorporation: _____

Number of Branches/Outlets: _____

Telephone: () _____ Fascimile: () _____ Mobile: _____

Website: _____

Business Address:

State: _____ Postcode: _____

Current business premise is:

- Owned in Full
 Mortgaged
 Rented



Delivery Address (if different from Business Address):

State: _____ Postcode: _____

Name, title of person to contact for shipping/delivery: _____

Contact No.: _____

Billing Information:

Billing Address (if different from Business Address):

State: _____ Postcode: _____

Credit Terms: As per the Company's Terms and Conditions of Sale (Terms and Conditions) i.e. 25 days

Credit Limit (Ringgit Malaysia (RM)): _____

Name, title of person to contact for payment: _____

Contact No.: _____

Email Address for all Invoices and statements: _____

Remarks (if any):

2. Customers Business Details

DETAILS OF SOLE PROPRIETOR, ALL PARTNERS OR ALL DIRECTOR(S) (AS APPLICABLE)

Name: _____ Name: _____

Residential Address: _____ Residential Address: _____

D.O.B: _____ D.O.B: _____

NRIC/Passport No.: _____ NRIC/Passport No.: _____

Contact No.: _____ Contact No.: _____

Name: _____ Name: _____

Residential Address: _____ Residential Address: _____

D.O.B: _____ D.O.B: _____

NRIC/Passport No.: _____ NRIC/Passport No.: _____

Contact No.: _____ Contact No.: _____

Name of related / affiliated companies:

Name of related / affiliated companies currently trading with the Company (if any):

Have any of the above named persons previously been bankrupt or involved in a company which has been insolvent, wound up, whether voluntary or otherwise, liquidated or placed into official management?

Yes No (If yes, please provide the details below)

(Personal) Date Filed: _____ Status: _____

(Business) Date Filed: _____ Status: _____

Have any of the directors provided personal guarantees to other Suppliers? Yes No

Are you a member of a trade association? Yes No (If yes, state name of Association and Membership Number)

Name of Association: _____

Membership Number: _____

3. Other Information

Details of any pending litigation, arbitration, claims or proceedings (if any):

Status: _____

4. Financial Reference

Name of Principal Bank: _____

Branch: _____

Full Address: _____

Bank Account No. : _____

5. Trade Credit References

Business/Company Name/Contact Person:

a) _____ Contact No. : _____

b) _____ Contact No. : _____

c) _____ Contact No. : _____

6. Agreement

The Company's Terms and Conditions of Sale (**Terms and Conditions**) are available to view on the website - www.polyflor.com.my

The Terms and Conditions are incorporated into each and every contract (**Contract**) for the supply of Goods made between the Company and the Customer after the date (**Acceptance Date**) that the Company agrees to provide credit to the Customer.

By signing this Application in the space provided in section 8, the signatories on behalf of the Customer:

- (a) acknowledge that they have read and understood those Terms and Conditions;
- (b) expressly agree that the Terms and Conditions are incorporated into each and every Contract for the supply of Goods or Services made between the Company and the Customer after the Acceptance Date;
- (c) expressly agree that if the Company varies the Terms and Conditions from time to time after the Acceptance Date and provides reasonable notice to the Customer of the variation, the Terms and Conditions as varied are incorporated into each and every Contract for supply of Goods or Services made between the Company and the Customer after the date of such notice;
- (d) declare that the information provided on this Application is complete, true and correct in every particular and that each of the signatories is authorised to make this Application on behalf of the Customer;
- (e) declare that save as disclosed in this Application, the Customer is not engaged in any litigation, claims or arbitration, either as plaintiff or defendant, which has a material effect on the financial position of the Customer, and is not aware of any proceedings pending or threatened against the Customer or of any fact likely to give rise to any proceedings which may materially and adversely affect the financial position or business of the Customer;
- (f) undertake to promptly inform the Company of any subsequent change of any information disclosed in this Application in writing;
- (g) acknowledge that the submission of this Application does not automatically result in the granting of a credit account by the Company and acknowledge that the Company reserves the right to request for additional information for credit evaluation purposes, and to accept or reject the Application in its absolute discretion;



- (h) hereby authorise the Company to verify the information provided on this Application from any legitimate source as may be required and to release or disclose, subject to the Personal Data Protection Act 2010 as amended varied and supplemented from time to time, such information as may be obtained without further reference to the Customer;
- (i) expressly agree that consent is hereby given to the Company to obtain and/or disclose any credit information as defined under the Credit Reporting Agencies Act 2010 as amended varied and supplemented from time to time ("Credit Information") from and/or to credit reporting agencies, credit provider or any source deemed appropriate ("Relevant Parties") to verify the Customer's credit history as the Company and/or the Relevant Parties may deem fit under any applicable law, regulation, guidelines, regulatory requirement or directive in relation to the Customer's credit application or transaction with the Company. This consent shall remain applicable as long as the Customer maintains an account/loan/credit/any transaction with the Company;
- (j) expressly agree that each and every Contract shall be governed by the laws of Malaysia and that the courts of Malaysia shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract;
- (k) expressly agree that in the event of any inconsistency between any of the provisions contained in this Application and the Terms and Conditions, the Terms and Conditions shall prevail unless otherwise determined by the Company and the Customer in writing; and
- (l) expressly agree that if any one or more of the provisions contained in this Application is deemed or held by any court to be invalid, unlawful or unenforceable in any respect under any applicable law of Malaysia, the validity, legality and enforceability of the remaining provisions contained in this Application shall not in any way be affected or impaired.

7. Privacy Authority: Individuals and Guarantors

By signing this application as a sole proprietor, partner, director or guarantor, I personally consent and agree that the Company may to the extent permitted by the laws of Malaysia:

- (a) provide any items of my personal information to a credit reporting agency;
- (b) obtain a consumer credit report about me from a credit reporting agency to assess my credit application or proposed guarantee or to collect overdue payments;
- (c) give credit worthiness information about me to a person for considering whether to act as guarantor, or to a guarantor;
- (d) exchange credit worthiness information about me with other credit providers to assess my credit worthiness or application for credit or to notify defaults or the status of my credit. I am aware that I may request access to my personal information held by the Company.

8. Signatures of Sole Proprietor, all Partners or all Director(s) (as applicable)

Dated this: _____ day of _____ 20 _____

Signature **X** _____

Signature **X** _____

NRIC/Passport No.: _____

Name of witness: _____

Position: _____

NRIC/Passport No.: _____

Signature **X** _____

Signature **X** _____

NRIC/Passport No.: _____

Name of witness: _____

Position: _____

NRIC/Passport No.: _____

Company stamp (if applicable):

9. Personal Guarantee

I/We the undersigned in consideration of the Company agreeing to supply or continuing to supply

(Name/Address) _____ (the Customer)

with Goods on credit or to forebear to sue for any payment currently due to the Company, hereby jointly and severally agree with the Company and any transferee/assignee of the Company as follows:

- (a) To pay on demand all monies due from time to time to the Company pursuant to any Contract or any collateral agreement between the Company and the Customer.
- (b) To promptly, diligently and fully comply with and to cause the Customer to similarly comply with all the conditions and obligations on the part of the Customer to be observed and performed pursuant to the Terms and Conditions of the Contract and any collateral agreement between the Company and the Customer and/or any third party.
- (c) This Guarantee and Indemnity will continue despite any act, neglect, default, compromise or indulgence of the Company or the death, bankruptcy, guardianship, mental illness or incapacity of the Guarantor.
- (d) The Guarantor will not seek recovery of any money from the Customer to reimburse the Guarantor for payment made to or at the direction of the Company until the Company has been paid in full.
- (e) The Guarantor will pay on demand to the Company all money which the Company refunds to any liquidator or trustee in bankruptcy of the Customer as preferential or voidable payments from the Customer.
- (f) Any money received by the Company from or on account of the Customer or in reduction of any amount owing by the Customer shall be deemed a payment in gross which will exclude the right of the Guarantor to claim any benefit until the Company has been paid in full.
- (g) The Guarantor will indemnify the Company against any loss the Company might suffer as a result of any default by the Customer pursuant to the Terms and Conditions of the Contract or any collateral agreement between the Company and the Customer and/or any third party or the Customer exceeding its powers suffering any form of administration contemplated by the Companies Act 2016 (as varied amended and supplemented from time to time) in the event of insolvency and liquidation, or becoming deregistered.
- (h) In the event of any Contract being disclaimed by or on behalf of the Customer under any statutory or other power, the Guarantor shall at the expense of the Guarantor if required by the Company enter into another Contract for the same price and subject to the same Terms and Conditions and provisions as are incorporated in the relevant Contract.
- (i) The Guarantor shall be bound by the Terms of this Guarantee and Indemnity despite any assignment by the Company or Customer of their respective rights and/or obligations under any Contract and/or despite any variation of the Terms and Conditions incorporated in the Contract and/or any collateral agreement between the Company and the Customer and/or any third party whether with or without my/our consent or notice to me/us.
- (j) Each Guarantor executing this Guarantee and Indemnity shall be bound by its terms whether or not it is executed by any other named Guarantor and/or transfer of any rights, duties or obligations by either the Company or the Customer and/or any variation of the Terms and Conditions of the Contract whether express or implied.
- (k) A reference to the Guarantor in this Guarantee and Indemnity means a reference to each named person and the provisions of this Guarantee and Indemnity shall bind each of them and their respective legal personal representatives both jointly and each of them separately.
- (l) I/We further jointly and severally agree that my/our liability under this Guarantee and Indemnity shall be as principal debtor(s) and not merely as surety and shall be a continuing security and shall be irrevocable and my/our liability shall not be in any way discharged diminished or affected by the granting of time or indulgence to the Customer or by the effecting of any compromise with the Customer or any agreement not to sue the Customer or any variation of the Terms and Conditions or any change in the constitution of the Customer and my/our liability hereunder shall subsist whether or not you have a legal right and whether or not you have availed yourself of your legal remedies against the Customer.

SIGNATURE OF GUARANTORS

This Guarantee and Indemnity is executed as a deed and binding legal obligation. All company director(s) where the Customer is a company, or all partners where the Customer is a partnership, must give this guarantee.

Dated this: _____ day of _____ 20 _____

Signature X _____

Signature X _____

NRIC/Passport No.: _____

Name of witness: _____

Position: _____

NRIC/Passport No.: _____

Signature X _____

Signature X _____



NRIC/Passport No.: _____

Name of witness: _____

Position: _____

NRIC/Passport No.: _____