



1. This Credit applications form must be completed in full use as all information is subject to verification.
2. The following documents must be forwarded together with this application.
  - a) Perakuan Perbadanan Syarikat Sendirian or Perakuan Pendaftaran.
  - b) Memorandum and Article of Association or Matlumat Perniagaan.
  - c) Form 24 & 49.
  - d) Annual Return.
  - e) Latest audited Account.
  - f) Latest Balance Sheet and Profit & Loss Statement.
  - g) Latest 6 months Bank Statements.
  - h) The identity card of the guarantor & witness as stated on the guarantee form.
3. All letters of undertaking must be signed by one of the author used officers on its official letterhead.
4. SDS Distribution Sdn Bhd reserves the right to add monthly delinquency charges to any outstanding account at a rate of 2% interest each month to the company.
5. The company further agrees to pay any cost of collections, legal fees and other litigation expenses, should it become necessary to refer the account to a collection agency or to a solicitor to enforce.
6. The approval or refused of credit facility will be entirely at the discretion of SDS Distribution Sdn Bhd for which no explanation will be given.
7. Any changes in the company must be notified within three (3) days in writing.

We understand that necessary credit reference enquiries will be made and we hereby authorise the named banker(s) to release such credit information to SDS Distribution Sdn Bhd if this application is accepted, we further agrees to abide to the terms and conditions stated above.

Signed for and on behalf of the company.

\_\_\_\_\_  
(Authorised signatory and company stamp)

Name : \_\_\_\_\_ NRIC NO : \_\_\_\_\_

Position : \_\_\_\_\_ Date : \_\_\_\_\_

**SDS DISTRIBUTION SDN DHD (737754-W)**

**APPLICATION FOR CREDIT FACILITIES**

I/WE HEREBY APPLY A CREDIT ACCOUNT & SUBMIT THE FOLLOWING CONFIDENTIAL INFORMATION FOR THIS PURPOSE ONLY.

Name Of Company (in full) : \_\_\_\_\_

2. Business Address : \_\_\_\_\_  
\_\_\_\_\_

3. Type of business : Sdn Bhd / Sole Proprietorship / Partnership

4. Registered Office (If different from above): \_\_\_\_\_  
\_\_\_\_\_

5. Business Registration No : \_\_\_\_\_

6. Date of Incorporation : \_\_\_\_\_

7. Nature Of Business Activities : \_\_\_\_\_  
\_\_\_\_\_

8. If Limited Company, Please state : Authorised Capital : \_\_\_\_\_  
Paid-Up Capital : \_\_\_\_\_

9. Name Of Directors / Proprietors / Partners	Specimen Signature
_____	_____
_____	_____
_____	_____

10. Account Contact : \_\_\_\_\_

11. Premises : Rented / Leased / Owned

12. Bank Reference	Address
_____	_____
_____	_____
_____	_____

13. Trade References (Preferably IT Suppliers)	Phone No
_____	_____
_____	_____
_____	_____

14. Credit Limited Required : \_\_\_\_\_ Terms Required : \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF APPLICANT  
NAME : \_\_\_\_\_  
DESIGNATION : \_\_\_\_\_  
I/C NO : \_\_\_\_\_  
DATE : \_\_\_\_\_

## **GUARANTEE & INDEMNITY**

**TO :** **SDS Distribution Sdn Bhd** (737754-W)  
KOMPLEKS PENCHALA, Ground Floor,  
Lot 108, NO.50, Jalan Penchala,  
Sec. 51, 46050 Petaling Jaya,  
Selangor Darul Ehsan, Malaysia.  
Tel: 03-7788 8700 Fax: 03-7783 8701

1. BY THIS DEED, I/We, the undersigned in consideration of agreeing at our request irrevocable and unconditionally agree to supply the Company named in the schedule hereto (herein called "the Company") with goods and services HEREBY GUARANTEE TO YOU payment of all money for all goods and services which have been or may be at the request of the Company from time to time supplied to it.
2. This Guarantee shall be a continuing security for the whole of the debt that shall have been and/or shall be contracted by the Company with you.
3. My/Our obligations hereunder shall not be affected by your granting any time or indulgence or compounding with the Company nor shall my/our obligations be affected by any claim whatsoever which you may have against the Company.
4. I/We hereby waive all rights as surety which may be inconsistent with any of the provisions of this instrument. My liability shall continue notwithstanding the fact of our notice of my/our death, mental incapacity or bankruptcy PROVIDED HOWEVER that my/our personal representative may be notice in writing to you revoke the Guarantee as to the future supply of goods and services ordered by or supplied to the Company before the receipt of any such notice.
5. My/Our liability shall not be prejudiced or affected by any of the following :-
  - a) Any other Guarantee or any security, speciality, speciality or instrument negotiable or otherwise which you may now or hereafter hold in respect of any money hereby guaranteed or any judgement obtained by you or any release, discharge, surrender or modification of our dealing with any such guarantee, security, speciality, instrument or judgement.
  - b) Any arrangements with or release of the Company or any other Guarantor or person by you whether my/our consent to any of the foregoing shall have been obtained or notice thereof given to me/us or not; or any omission or delay on your part.
  - c) The fact that the moneys payable by the Company or any part of them may not be or may cease to be recoverable from it or from any other guarantor or person may discharged from all or any of his obligations to pay such moneys or any part of them for any other reason than that the same shall have been paid and to such extent as may be necessary to give effect to this sub-clause this Guarantee shall be treated as an indemnity.
  - d) Any change in the membership of the company or any change in the Directors of the Company or the liquidation of the company or the assent by you to any composition, arrangement or scheme in respect of the company of the acceptance by you of any dividend or sum of money thereunder.
6. Until you have received 100 cents in the dollar in respect of the payment hereby guaranteed, I/We hereby agree :-
  - a) in the event of the appointment of a receiver or a liquidator of the Company, not without the prior consent of you to lodge any Proof of Debt or similar claim in respect of debt or liability on any account whatsoever nor to enforce any security held by me/us in respect of the company but to hold in trust of your any such debt of liability and any rights or proof or other rights of benefits in respect thereof any such security as aforesaid;

- b) that if requested by you to lodge a Proof of Debt or similar claim in any such liquidation receivership and enforce any such security as aforesaid and to execute and do all such documents and things as you may require to enable you to have and receive the benefit of or arising from any such proof, claim or security.
  - c) to irrevocable appoint you (with power to appoint a substitute or substitutes) my/our attorney to execute (under seal or otherwise) deliver documents and do all such things (including the signing and lodging of proofs of debts) with you may think requisite or desirable for giving effect to the foregoing provisions of this clause.
7. Any demand or notice ;may be signed on behalf of you ;by any office of or the solicitors for you or any person authorised by you in writing for the purpose and any demand or notice may be given to me/us delivering the same to me/us or leaving it or posting it to my/our address last known by you.
  8. I/We and each of the person or persons who actually execute this Guarantee, shall be and become jointly and severally liable to you in the manner and to the extent provided in this Guarantee.
  9. A Certificate signed by an officer of yours or by any person authorised by you for the purpose of stating the amount owing hereunder by me/us as that the date stated in such Certificate shall be prima facie evidence of the fact stated therein.
  10. In the event that you may in the receivership or liquidation of the affairs of the Company repay any moneys which may have been paid to you, my/our obligations shall extend to and in respect of any such moneys or damages as if the same had never been received by you.
  11. In this instrument, Guarantor' includes each Guarantor and his or her personal representatives. The singular includes the plural and vice versa and words importing the masculine gender include the other genders. Any reference to a person includes a corporation.
  12. This agreement may be terminated by either party with ninety (90) days written notice.

**THE SCHEDULE BEFORE REFERRED TO**

**REGISTERED NAME OF COMPANY :** \_\_\_\_\_

**DATE THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_ **20** \_\_\_\_\_

**IN WITNESS WHEREOF**

**I HAVE SIGNED, SEALED**

\_\_\_\_\_  
**WITNESS NAME :**  
**WITNESS I/C :**

\_\_\_\_\_  
**NAME :**  
**I/C :**