

Date: [REDACTED]

[REDACTED]

and

[REDACTED]

AGREEMENT FOR SUPPLY OF GOODS

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This Agreement for the Supply of Goods ("**Agreement**") is dated _____ between:

(1) _____, a company incorporated and registered in Malaysia with its registered office at _____ ("**Seller**"); and

(2) _____ a company incorporated and registered in Malaysia with its registered office at _____ ("**Buyer**").

Each of the _____ and _____ is referred to as "**Party**" and collectively, as "**Parties**".

RECITALS

(A) The Seller is in the _____ of selling the _____ as described in Schedule 1 ("**Goods**").

(B) The Buyer _____ to buy the _____ from the _____ and the _____ has agreed to sell the _____ subject to the terms and _____ of this _____.

Now it is hereby agreed between the Parties as follows:

1 AGREEMENT TO SUPPLY AND PURCHASE

1.1 In _____ of the terms and _____ covenants contained _____ and for other _____ and valuable _____, the receipt and _____ of which is hereby _____ acknowledged, the _____ agree that the _____ shall _____ the Goods to the _____ and the _____ shall pay the _____ for the _____ in _____ with the _____ and _____ of this _____.

2 DURATION

2.1 This _____ shall _____ and _____ into full force and _____ on the date of this _____. This Agreement shall _____ for a period of _____ months _____ earlier _____ in _____ with the _____ and _____ of this _____.

2.2 Upon the _____ of this _____, this _____ shall expire _____ unless a Party gives a _____ month written _____ to the other Party of its intention to renew this Agreement in _____ with the _____ and _____ of this _____.

3 SUPPLY OF THE GOODS

3.1 The quantity and _____ of the _____ shall be as set out in Schedule 1.

3.2 The _____ shall provide to the _____ the _____ for the _____ within _____ days upon the execution of _____ and any other _____ necessary for the _____ of the _____ by the _____ for the _____ of this _____. The Buyer shall _____ be _____ for the _____ of its _____ or _____ to the _____.

3.3 _____ the _____ or _____ provided by the _____, the _____ may _____ time to time _____ changes in the _____ of the _____ to comply with _____ or _____ that they do not _____ affect the _____ or fitness for _____ of the Goods.

3.4 In the _____ of any _____ variations, _____ and changes to the _____ by the Buyer (whether as _____ by the law or otherwise), the Buyer _____ immediately _____ the Seller on the revised _____ to the _____.

3.5 The _____ agrees that the _____ shall not be _____ for any Goods that _____ from the _____ as a _____ of the Buyer's _____ to provide the _____ of the _____ to the Seller in _____ with this _____.

4 PLACING OF ORDERS

- 4.1 When the Buyer _____ to purchase any _____ from the _____, the _____ shall _____ orders for the _____ by sending a _____ order to the _____ at least _____ days, whether _____ or in electronic form, _____ out the _____ and _____ of Goods _____, the _____ and time _____ delivery and _____ of the _____ to _____ the _____ are to be _____ and any _____ requirements for _____ order.
- 4.2 The _____ shall _____ to _____ purchase _____ received from the _____ within _____ days of _____ of the said _____ order. The _____ include _____ of delivery dates and _____ of the _____ ordered by the _____.
- 4.3 The Buyer is _____ from _____ any variation or _____ to the _____ order _____ giving the _____ at least _____ days prior _____ notice _____ the due _____ date as _____ in the _____ order.
- 4.4 In the _____ of any _____ between the _____ of the _____ order and this _____, the terms of this _____ shall _____.

5 PRICE AND PAYMENT

- 5.1 The _____ of the _____ shall be the _____ quoted _____ of Goods as _____ out in Schedule 1 ("Price"). The Price is exclusive of _____ costs, _____, taxes, _____, packaging and _____ applicable fees _____ which shall be _____ by the Buyer.
- 5.2 The _____ pay the _____ and _____ Charges within _____ not later than _____ days of the _____ of the _____ invoice ("**Payment Due Date**"). Time for _____ shall be of the _____.
- 5.3 If _____ Buyer _____ to make _____ for the Goods in full by the _____ and _____ to fail to make _____ for the Goods within _____ days from the date of _____ from the _____ for the _____, then _____ prejudice to any of the _____ other _____, the Seller:
- 5.3.1 _____ not be bound to _____ r the Goods;
- 5.3.2 _____ may _____ any _____ made by the _____ to such of the _____, (or other goods _____ under any other _____ with the Buyer), as the _____ may _____ fit; and
- 5.3.3 _____ may _____ legal proceedings against the _____ for the recovery of the debt.
- 5.4 If any sum payable _____ this _____ is not paid by the _____ interest shall be _____ and calculated on a daily basis and _____ quarterly from the _____ at a rate of _____.

6 DELIVERY AND INSPECTION OF GOODS

- 6.1 Delivery of the _____ shall be in _____ with the _____ of the _____ order or such other _____ from the _____ at least _____ days prior to the _____ date.
- 6.2 Delivery of the _____ shall be _____ to have _____ made _____ the Goods are _____ to the Buyer at _____ ("**Delivery Location**").

7 ACCEPTANCE AND REJECTION OF THE GOODS

- 7.1 The _____ shall inspect the _____ on _____ at the _____ and shall within _____ days of _____, _____ the Seller of any _____ defect, shortage in _____, damage or failure to comply with description or _____.
- 7.2 Upon _____ from the Buyer under _____ of this _____, the _____ must give the Seller an _____ to _____ the Goods within a _____ time following _____ and _____ any use is made of the _____.
- 7.3 If the _____ does not receive any _____ of an alleged defect _____ the Buyer _____ the _____ time stated in _____ of this _____, it is _____ that the _____ is _____ with the Goods _____ and the _____ shall be _____ to pay the _____ and the _____ Costs for the Goods.

7.4 After [redacted] of the Goods, the [redacted] shall not be [redacted] to reject [redacted] which are not in [redacted] with this [redacted].

8 TITLE AND RISK

8.1 The [redacted] shall be delivered [redacted] of any [redacted] party's rights and [redacted] of title.

8.2 Title and risks to the [redacted] shall pass over to the [redacted] upon [redacted] of the Goods to the Buyer by the [redacted] at [redacted].

8.3 [redacted] delivery and [redacted] of risk in the [redacted] in [redacted], title to the Goods shall not pass to the Buyer until:

8.3.1 the Price and Ancillary [redacted] have been paid in full; and

8.3.2 no other sums [redacted] are due from the [redacted] to the Seller.

8.4 Until the [redacted] has [redacted] title to the Goods in [redacted] with Clause 8.3 above, the [redacted] shall:

8.4.1 hold the Goods in a fiduciary capacity and as [redacted] for the Seller;

8.4.2 [redacted] the Goods [redacted] from those of the Buyer and [redacted] parties; and

8.4.3 keep the [redacted] properly stored, [redacted] and insured and [redacted] as the [redacted] property.

8.5 If the Buyer does [redacted] with the provisions in [redacted], then without prejudice to the [redacted] other [redacted], all sums [redacted] owed by the [redacted] to the Seller, shall [redacted] become due and payable.

8.6 [redacted] that the Goods [redacted] the property of the [redacted] until such a time the title [redacted] to the [redacted], the Buyer [redacted] sell or use the [redacted] in the [redacted] course of the [redacted] business at full market value for the [redacted] of the Seller. Until [redacted] in the Goods [redacted] to the [redacted], the entire [redacted] of sale or [redacted] of the [redacted] shall be [redacted] in trust for the [redacted] and shall not be [redacted] with other [redacted] or [redacted] into any overdrawn [redacted] account and [redacted] be at all [redacted] times [redacted] as the Seller's [redacted].

8.7 Until the [redacted] has [redacted] title to the [redacted], the [redacted] shall upon [redacted] deliver to the [redacted] any [redacted] within the [redacted] possession or [redacted]. If the Buyer [redacted] to do so, the [redacted] shall be entitled to [redacted] upon any [redacted] under the Buyer's [redacted], ownership or [redacted] where the [redacted] are [redacted] and repossess the [redacted].

8.8 The [redacted] shall not deposit, [redacted], charge or pledge by way of [redacted] for any [redacted] any of the [redacted] which are the Seller's [redacted].

9 WARRANTIES

9.1 The Parties represent and warrant to each other as follows:

9.1.1 it is a legal [redacted] duly [redacted] and validly existing under the law;

9.1.2 it has power and [redacted] to enter into and [redacted] its [redacted] under this Agreement;

9.1.3 the entering into and [redacted] of its obligations under this [redacted] will not breach any law;

9.1.4 all necessary [redacted] for the entering into and [redacted] of its obligations under this Agreement have been obtained;

9.1.5 its [redacted] under this [redacted] are valid, [redacted] and enforceable; and

9.1.6 as at the date of this Agreement, it is not involved in any [redacted], arbitrations or other [redacted] for dispute [redacted], and to its [redacted] there are no [redacted], [redacted] or other [redacted] for dispute [redacted] initiated against it and [redacted] for resolution.

9.2 The Seller [redacted] that the Goods will at the [redacted] of delivery [redacted] to the [redacted] given by the [redacted].

9.3 All other [redacted], [redacted], warranties and [redacted] (whether [redacted] or made expressly) whether by the Seller, its [redacted] or agents, or [redacted] relating to the [redacted] and/or [redacted] for [redacted] of the [redacted] or any of the [redacted] are [redacted] to the [redacted] extent [redacted] by law.

9.4 The [redacted] shall not be [redacted] for any claim by the [redacted] for an alleged breach of [redacted] or [redacted] by the Seller [redacted] notice under [redacted] have been [redacted] to the Seller.

10 EXCLUSION OF LIABILITY FOR DELAY IN DELIVERY

The [redacted] shall not be [redacted] for any loss or [redacted] whatever due to [redacted] by the [redacted] to deliver the [redacted] due to reasons not [redacted] to the Seller.

11 CANCELLATION

The [redacted] may cancel this [redacted] at any time before the [redacted] are delivered [redacted] always [redacted] the [redacted] provides a [redacted] days' [redacted] to the [redacted] and [redacted] that the Seller [redacted] repays any sums, [redacted] the [redacted] may [redacted] paid in [redacted] of the Price and [redacted]. The Seller [redacted] not be liable for any [redacted] or damage [redacted] arising from such [redacted].

12 LIMITATION OF LIABILITY

12.1 Subject to [redacted] and [redacted] a [redacted] Party shall [redacted] and hold [redacted] the non-[redacted] Party [redacted] each and [redacted] action, [redacted], liability, loss, [redacted], cost, [redacted], demand and [redacted] expenses of any [redacted] whatsoever incurred or [redacted] by the non-defaulting Party as a result of, [redacted] without [redacted], any [redacted] of contract, [redacted], fraud, willful [redacted], [redacted] of statutory duty or [redacted] with any [redacted] of this [redacted] or breach of any of the [redacted] of this Agreement by the [redacted] Party.

12.2 In the event of any [redacted] of this [redacted] by the Seller, the [redacted] of the [redacted] shall be limited to [redacted], which in turn shall not [redacted] the [redacted] for the Goods. The Seller [redacted] not in any event be [redacted] for any indirect or [redacted] loss or [redacted] (including [redacted] of profit) [redacted] by the Buyer.

12.3 The Seller's total [redacted] in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be [redacted] to the price for the Goods.

13 BUYER INSOLVENCY

13.1 The Buyer shall be in default of this Agreement if:

13.1.1 it fails to make [redacted] for the Goods in accordance with this Agreement;

13.1.2 it is in [redacted] of any provision of this Agreement;

13.1.3 any distress or [redacted] shall be levied upon any of the Buyer's Goods; or

13.1.4 the [redacted] is involved in any [redacted] with its credits or any [redacted] matter which makes the Seller [redacted] believe that the [redacted] is likely to be [redacted] or wound-up.

13.2 [redacted] prejudice to [redacted] other rights which the [redacted] may have, the [redacted] may in its discretion:

13.2.1 suspend all [redacted] deliveries of the [redacted] to the [redacted] and/or [redacted] the [redacted] without [redacted] upon its part; and/or

13.2.2 exercise any of its rights [redacted] to this Agreement.

and the Buyer [redacted] be bound to pay to the Seller for any Goods which [redacted] been [redacted] to the [redacted] as at the date of the [redacted] of this [redacted].

14 EFFECT OF TERMINATION

14.1 [redacted] the termination of this [redacted] pursuant to any of the [redacted] of this [redacted], neither of the [redacted] will [redacted] any further [redacted] or obligations [redacted] this [redacted] to the other Party [redacted] in [redacted] of:

14.1.1 any rights or [redacted] under this [redacted] which are [redacted] to apply or [redacted] to be [redacted] after the [redacted] of this [redacted]; and

14.1.2 any rights or [redacted] which have accrued in [redacted] of any [redacted] of any of the [redacted] of this [redacted] to any [redacted] prior to or by [redacted] of such [redacted].

15 FORCE MAJEURE

The [redacted] shall not be [redacted] to the Buyer for [redacted] failure to [redacted] its [redacted] hereunder which [redacted] as a [redacted] of any strike, [redacted] or lock-out, or any act of God, [redacted] act, [redacted], flood, [redacted], extreme [redacted] conditions, war, armed [redacted], civil [redacted], damage, [redacted] with [redacted] law or [redacted] order, rule, [redacted] or [redacted] or other event [redacted] its [redacted] control, but in [redacted] event it shall [redacted] the Buyer in [redacted] as soon as is [redacted] practicable [redacted] becoming [redacted] of any such [redacted] and giving [redacted] of the said [redacted] in the notice.

16 ASSIGNMENT

16.1 The [redacted] shall not [redacted] or deal in any other [redacted] with any of its [redacted] and [redacted] under this Agreement.

16.2 The Seller [redacted] at any time [redacted] or deal in any other [redacted] with any or all of its [redacted] under this agreement, [redacted] that the [redacted] gives prior [redacted] notice of such [redacted] to the [redacted].

17 VARIATION AND WAIVER

17.1 No variation of this [redacted] shall be effective [redacted] it is in writing and [redacted] by the parties (or their authorised [redacted]).

17.2 No [redacted] or delay by a Party to [redacted] any right or [redacted] provided under this [redacted] or by law shall [redacted] a [redacted] of that or any [redacted] right or [redacted], nor shall it [redacted] or [redacted] the further [redacted] of that or any [redacted] right or [redacted]. No single or [redacted] exercise of such [redacted] or remedy shall [redacted] or [redacted] the further [redacted] of [redacted] or any other right or [redacted]. A [redacted] of any right or [redacted] under this [redacted] or by [redacted] is only [redacted] if it is in [redacted].

18 RIGHTS AND REMEDIES

The rights and remedies provided under this [redacted] are in addition to, and not exclusive of, any rights or remedies provided by law.

19 SEVERANCE

19.1 If any [redacted] or part-provision of this [redacted] is or [redacted] invalid, illegal or [redacted], it shall be deemed [redacted] to the [redacted] extent necessary to [redacted] it valid, [redacted] and [redacted]. If such [redacted] is not [redacted], the relevant [redacted] or [redacted] shall be [redacted] deleted. Any [redacted] to or [redacted] of a provision or [redacted] under this [redacted] shall not [redacted] the validity and [redacted] of the rest of this [redacted].

20 ENTIRE AGREEMENT

20.1 This Agreement [redacted] the entire [redacted] between the [redacted] and [redacted] and [redacted] all previous [redacted], promises, [redacted] and [redacted] between [redacted], whether [redacted] or oral, relating to its subject matter.

20.2 Each [redacted] agrees that it [redacted] have no remedies in [redacted] of any [redacted], assurance or [redacted] (whether made [redacted] or negligently) [redacted] is not set [redacted] in this [redacted]. Each Party [redacted] that it [redacted] have no claim for [redacted] or [redacted] misrepresentation or [redacted] based on any [redacted] in this Agreement.

21 NO PARTNERSHIP OR AGENCY

21.1 Nothing in this [redacted] is [redacted] to, or shall be [redacted] to, [redacted] any [redacted] or joint venture [redacted] any of the Parties, [redacted] any party the [redacted] of another [redacted], or [redacted] any Party to make or [redacted] into any [redacted] for or on [redacted] of any other [redacted].

21.2 Each Party [redacted] it is acting on its own [redacted] and not for the [redacted] of any other [redacted].

22 SUCCESSORS

This [redacted] shall be [redacted] on and shall [redacted] for the benefit of the [redacted] heirs, personal representatives, [redacted] and permitted assigns of the [redacted].

23 NOTICES

23.1 A notice or other [redacted] given to a [redacted] under or in [redacted] with this [redacted] shall be in writing and shall be [redacted] by hand, fax or sent by registered post to:

If to [redacted]

Address : [redacted]

Tel No. : [redacted]

Fax No. :

Attention : [redacted]

If to [redacted] :

Address : [redacted]

Tel No. : [redacted]

Fax No. :

Attention : [redacted]

23.2 Delivery of a notice is [redacted] to have [redacted] place (provided that all other [redacted] in this [redacted] have [redacted] satisfied) if [redacted] by hand, at [redacted] time the [redacted] is left at the [redacted], or if sent by fax, at the time of [redacted], or if sent by [redacted] on the fourth [redacted] day after [redacted], [redacted] deemed [redacted] would occur [redacted] Business [redacted] in the place of [redacted] receipt), in which case [redacted] receipt will occur when [redacted] next starts in the [redacted] of receipt (and all [redacted] to time are to local [redacted] in the place of receipt).

23.3 This [redacted] does not [redacted] to the [redacted] of any [redacted] or other [redacted] in any legal action.

24 COSTS

Each Party shall [redacted] and pay [redacted] its own costs and [redacted] for and [redacted] to the [redacted] of this [redacted]. The [redacted] shall [redacted] all stamp duty [redacted] on this Agreement.

25 COUNTERPARTS

This [redacted] may be [redacted] in any number of [redacted], each of which when [redacted] shall constitute a [redacted] original, but all the [redacted] shall together [redacted] the one [redacted].

26 GOVERNING LAW AND JURISDICTION

- 26.1 This [redacted] and any [redacted] or [redacted] (including non-contractual [redacted] or claims) [redacted] out of or in [redacted] with it or its [redacted] matter or [redacted] shall be [redacted] by and [redacted] in [redacted] with the law of [redacted].
- 26.2 Each [redacted] irrevocably [redacted] that the courts of [redacted] shall have [redacted] jurisdiction to settle any [redacted] or [redacted] (including non-contractual [redacted] or claims) [redacted] out of or in [redacted] with this [redacted] or its subject [redacted] or formation.

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Schedule 1

DESCRIPTION OF GOODS AND PRICES

Item	Price

Execution

Executed as an agreement the day and year first stated above.

SIGNED by the Seller

)

)

in the presence of:

)

.....

Witness

Name:

NRIC No.:

.....

Name:

NRIC No.:

Designation:

SIGNED by the Buyer

)

)

in the presence of:

)

.....

Witness

Name:

NRIC No.:

.....

Name:

NRIC No.:

Designation: