

- (b) **Proceedings**
That no litigation, arbitration or administrative proceeding or claim are pending or threatened against him in any court of law and no disciplinary or similar proceedings have been taken or to his knowledge contemplated against him; and
- (c) **Information**
That the information furnished by the Customer for the purpose of this Agreement to the best of his knowledge and belief do not contain any untrue statement or omit to state any fact the omission of which makes any statements made therein in the light of the circumstances under which they are made is misleading.
- (d) **Restriction On Selling Of Commodity**
The Customer warrants that he shall not re-sell the Commodity, which has been sold, to the Customer by the Bank to the original supplier or the Bank.

9.2 Bank's Representations And Warranties
The Bank represents and warrants to and for benefit of the Customer:-

- (a) **Commodity**
That the Bank is the legal and beneficial owner of the Commodities and has title to the Commodities which, aforesaid the subject matter of each of a Sale Transaction and the Bank shall indemnify the Customer against any costs or liability arising out of any breach of this representation.
- (b) **No Encumbrances**
The Bank warrants that pending delivery of the Commodity to the Customer it will not trade or deal in the Commodity (other than upon the Customer's instruction) or create any charge or encumbrance thereon or grant to any third party any right or interest in the Commodity, and the Bank will indemnify the Customer for any breach of this covenant.
- (c) **Restriction On Selling Of Commodity**
The Bank warrants that it shall not sell to the Customer a Commodity which has been bought previously from the Customer or from a supplier or dealer of which the Customer is holding thirty per centum (30%) of its shares.

9.3 Continuing Nature Of Representations And Warranties

The Parties shall be deemed to represent and warrant to other Party on each of the dates of a Sale Transaction that the representations and warranties (updated mutatis mutandis) contained in Clause 9.1 and 9.2 hereof are true and accurate in all respects as if made on such date.

10. EVENTS OF DEFAULT

In the event an Event of Default occurs and the Customer fails to remedy the default (if remedial) within the stipulated time stated herein, the Bank may by written notice to the Customer declare that the Facility be cancelled and the full balance of the Bank Sale Price then owing shall become due and immediately payable. The Bank shall be entitled without further notice to the Customer, institute such proceedings and take such steps as it may think fit to enforce payment of all amounts due and payable pursuant to this Agreement. The following events shall constitute Events of default:

- (a) If the Customer fails or in breach of any provisions of this Agreement which is not capable of remedy or which being capable of remedy, is not remedied within fourteen (14) days after written notice to the Customer from the Bank requesting action to remedy the same; or
- (b) If any of the representations or warranties of the Customer as stated in Clause 9.1 above is false or incorrect in any material respect; or
- (c) If the Customer is adjudicated a bankrupt or has a Notice of Bankruptcy served on him, becomes insane or of unsound mind, dies; or
- (d) If the Customer shall fail to pay any one or more of the instalments of the Bank Sale Price on the due date after notice has been served on him as stated in Clause 6.3 above; or
- (e) If the Customer fails to restore the Security Deposit amount up to the level required in the Bank's Offer.

11. TERMINATION

In the event of the occurrence of any Events of Default as stated in Clause 10 above, the Bank may at any time thereafter at its option terminate the Facility and this Agreement by giving fourteen (14) days to the Customer of its intention to terminate or rescind the Facility and this Agreement. Upon such termination or rescission, the Bank Sale Price and all other obligations under this Agreement or each Sale Transaction shall be paid and/or discharge within fourteen (14) days of such termination or rescission. The termination of the Facility and this Agreement shall not affect any Sale Transaction already concluded.

12. MISCELLANEOUS

12.1 Entire Agreement
This Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter. Each of the Parties acknowledges that in entering into this Agreement it has not relied on any oral or written representation, warranty or other assurance (except as provided for or referred to in this Agreement) and waives all rights and remedies which might otherwise be available to it in respect thereof, except that nothing in this Agreement will limit or exclude any liability of a party for fraud.

12.2 No Waiver Of Rights

A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

12.3 Stamp Duty

The Customer shall pay the Stamp duty and other expenses (including legal fees, if any) in connection with this Agreement.

12.4 Incorporation Of Letter Of Offer

All terms and conditions of the Bank's Letter of Offer for the grant of the Facility to the Customer shall be deemed to be incorporated into and form part of this Agreement and in the event of any conflict or discrepancy between the provisions of the Letter of Offer and this Agreement, this Agreement shall prevail for the purpose of interpretation and enforcement of this Agreement.

13. NOTICES

- 13.1 Any notice or other communication in respect of this Agreement may be given in any manner described below to the address or number provided in Clause 13.2 and will be deemed effective as indicated:
- (a) if in writing and delivered in person or by courier, on the date it is delivered;
- (b) if sent by facsimile transmission, on the date it is received by the recipient or a responsible employee of the recipient in legible form; or
- (c) if sent by certified or registered mail (airmail, if overseas) or the equivalent, three (3) Business Days after it is posted.

13.2 Addresses For Notices

- (a) All notices to the Bank shall be sent to:
Al Rajhi Banking & Investment Corporation (Malaysia) Bhd
Ground Floor, East Block, Wisma Selangor Dredging
142-B, Jalan Ampang, 50450 Kuala Lumpur
- (b) All notices to the Customer shall be sent to:

13.3 Change Of Details

Either Party may by notice to the other change the address or facsimile number details at which notices or other communications are to be given to it.

14. GOVERNING LAW AND JURISDICTION

14.1 Governing Law

This Agreement will be governed by and construed in accordance with Malaysian law so far as it complies with the Shariah principles and the Malaysian Courts shall have exclusive jurisdiction.

14.2 Waiver Of Interest

Notwithstanding the provisions of Clause 14.1, the Parties recognise and agree that the principle of the payment of interest is forbidden by Shariah Law and accordingly, to the extent that Malaysian law would, but for the provisions of this Clause 14.2 impose whether by contract or by statute any obligation to pay interest, the parties hereby irrevocably, unconditionally and expressly waive and reject any entitlement to recover interest from each other.

15. STAMP DUTY DECLARATION

For the purpose of stamp duty IT IS HEREBY DECLARED THAT this Master Commodities Sale Agreement shall be deemed to be the principal instrument.

DATED THIS _____ DAY OF _____ 20____

(CUSTOMER)

And

IN WITNESS WHEREOF, the Parties hereto have executed this Sale Agreement on the date first written above.

Signed for and on behalf of)
AL-RAJHI BANKING & INVESTMENT)
CORPORATION (MALAYSIA) BHD)
(719057-X))
In the presence of) _____

Name:

Designation:

AL RAJHI BANKING & INVESTMENT CORPORATION
(MALAYSIA) BHD (719057-X)
(BANK)

MASTER COMMODITIES SALE AGREEMENT

Signed by the above named Customer)
In the presence of) _____

Name:

NRIC No.: