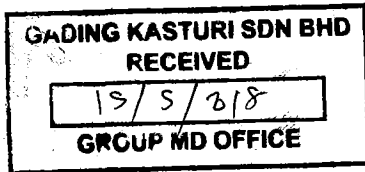




Code 00534 - Critical

Branch

BRANCH: 534



NO 468-11 & 468-11B
BATU 3, JALAN IPOH
51200 KUALA LUMPUR
03-40425554/(HP)03-40418088
PLEASE REPLY TO BRANCH ADDRESS

GALAXY AEROSPACE (M) SDN. BHD.
SUITE 6-2B, UKAY BOULEVARD
JALAN LINGKARAN TENGAH 2
HULU KLANG
68000 AMPANG

DATE : 27/04/18

Dear Sir/Madam,

RE : HIRE PURCHASE-i FACILITY OF RM 95,000.00
ACCOUNT NO. 405340030597

We are pleased to enclose herewith for your retention, copy / copies of the following document(s) relating to the above hire purchase facility:-
(i) Hire Purchase-i Agreement
(ii) Guarantee of Hire Purchase-i Agreement

Please note that the facility is repayable by 83 equal monthly instalments of RM 1,334.00 each and a final instalment of RM 1,302.00 with the first instalment due on 27/05/18 and subsequent instalments falling due on the same day, or last day if there is no such day in the month, of every subsequent month until the facility is fully settled.

You are advised to ensure that the said monthly instalment is paid promptly every month to avoid incurring compensation charges for late payment. Payment can be made at nearest bank's counter, any remittance mode, self service terminal or internet. Except payment through the counter, the other modes of payment are strictly for instalment only.

The enclosed Payment Schedule provides a summary of your financial obligation and as such Statement of Account will not be sent. If required, please request in writing for the Statement of Account from the Branch above or you may view or print it by subscribing to our internet service. For queries pertaining to your account, you may contact our Call Centre at 03-55223000.

Kindly acknowledge receipt of the above document(s) by signing and returning to us the copy of this letter.

Thank You.

I/We hereby acknowledge receipt of the above document(s)

This letter is computer generated.
No signature is required.

Signature
Date :

PDLNW143P

Kindly make your stamp duty
payment of RM 10.60 at the counter.



banking
without
barriers™



Code 00534 - Critical

Branch

BRANCH: 534

NO 468-11 & 468-11B
BATU 3, JALAN IPOH
51200 KUALA LUMPUR
03-40425554/(HP)03-40418088
PLEASE REPLY TO BRANCH ADDRESS

GALAXY AEROSPACE (M) SDN. BHD.
SUITE 6-2B, UKAY BOULEVARD
JALAN LINGKARAN TENGAH 2
HULU KLANG
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Kindly acknowledge receipt of the above document(s) by signing and returning to us the copy of this letter.

Thank You.

I/We hereby acknowledge receipt of the above document(s)

This letter is computer generated.
No signature is required.

Signature
Date :

PDLNW143P

Kindly make your stamp duty
payment of RM 40.00 at the counter.



PAYMENT SCHEDULE

Page

1

GALAXY AEROSPACE (M) SDN. BHD.
 79-1 1ST FLOOR, JALAN PJU 1A/41B
 NZX COMMERCIAL CENTER
 ARA DAMANSARA
 47301 PETALING JAYA

Account No : 40-534-003059-7
 Registration No : VBM3155

Financing Amount : RM 95,000.00 Monthly Instalment : RM 1,334.00
 Hiring Charges : RM 17,024.00 Final Instalment : RM 1,302.00

Date Funded : 27/04/2018 Profit Rate : 2.5600 %
 Term/Code : 84 M

The table below is to assist you in monitoring your payment:-

Inst No	Due Date	Instalment	Balance
1st	27/05/2018	1,334.00	110,690.00
2nd	27/06/2018	1,334.00	109,356.00
3rd	27/07/2018	1,334.00	108,022.00
4th	27/08/2018	1,334.00	106,688.00
5th	27/09/2018	1,334.00	105,354.00
6th	27/10/2018	1,334.00	104,020.00
7th	27/11/2018	1,334.00	102,686.00
8th	27/12/2018	1,334.00	101,352.00
9th	27/01/2019	1,334.00	100,018.00
10th	27/02/2019	1,334.00	98,684.00
11th	27/03/2019	1,334.00	97,350.00
12th	27/04/2019	1,334.00	96,016.00
13th	27/05/2019	1,334.00	94,682.00
14th	27/06/2019	1,334.00	93,348.00
15th	27/07/2019	1,334.00	92,014.00
16th	27/08/2019	1,334.00	90,680.00
17th	27/09/2019	1,334.00	89,346.00
18th	27/10/2019	1,334.00	88,012.00
19th	27/11/2019	1,334.00	86,678.00
20th	27/12/2019	1,334.00	85,344.00
21th	27/01/2020	1,334.00	84,010.00
22th	27/02/2020	1,334.00	82,676.00
23th	27/03/2020	1,334.00	81,342.00
24th	27/04/2020	1,334.00	80,008.00
25th	27/05/2020	1,334.00	78,674.00
26th	27/06/2020	1,334.00	77,340.00
27th	27/07/2020	1,334.00	76,006.00
28th	27/08/2020	1,334.00	74,672.00
29th	27/09/2020	1,334.00	73,338.00
30th	27/10/2020	1,334.00	72,004.00
31th	27/11/2020	1,334.00	70,670.00
32th	27/12/2020	1,334.00	69,336.00

Inst No	Due Date	Instalment	Balance
33th	27/01/2021	1,334.00	68,002.00
34th	27/02/2021	1,334.00	66,668.00
35th	27/03/2021	1,334.00	65,334.00
36th	27/04/2021	1,334.00	64,000.00
37th	27/05/2021	1,334.00	62,666.00
38th	27/06/2021	1,334.00	61,332.00
39th	27/07/2021	1,334.00	59,998.00
40th	27/08/2021	1,334.00	58,664.00
41th	27/09/2021	1,334.00	57,330.00
42th	27/10/2021	1,334.00	55,996.00
43th	27/11/2021	1,334.00	54,662.00
44th	27/12/2021	1,334.00	53,328.00
45th	27/01/2022	1,334.00	51,994.00
46th	27/02/2022	1,334.00	50,660.00
47th	27/03/2022	1,334.00	49,326.00
48th	27/04/2022	1,334.00	47,992.00
49th	27/05/2022	1,334.00	46,658.00
50th	27/06/2022	1,334.00	45,324.00
51th	27/07/2022	1,334.00	43,990.00
52th	27/08/2022	1,334.00	42,656.00
53th	27/09/2022	1,334.00	41,322.00
54th	27/10/2022	1,334.00	39,988.00
55th	27/11/2022	1,334.00	38,654.00
56th	27/12/2022	1,334.00	37,320.00
57th	27/01/2023	1,334.00	35,986.00
58th	27/02/2023	1,334.00	34,652.00
59th	27/03/2023	1,334.00	33,318.00
60th	27/04/2023	1,334.00	31,984.00
61th	27/05/2023	1,334.00	30,650.00
62th	27/06/2023	1,334.00	29,316.00
63th	27/07/2023	1,334.00	27,982.00
64th	27/08/2023	1,334.00	26,648.00
65th	27/09/2023	1,334.00	25,314.00
66th	27/10/2023	1,334.00	23,980.00
67th	27/11/2023	1,334.00	22,646.00
68th	27/12/2023	1,334.00	21,312.00
69th	27/01/2024	1,334.00	19,978.00
70th	27/02/2024	1,334.00	18,644.00
71th	27/03/2024	1,334.00	17,310.00
72th	27/04/2024	1,334.00	15,976.00
73th	27/05/2024	1,334.00	14,642.00
74th	27/06/2024	1,334.00	13,308.00
75th	27/07/2024	1,334.00	11,974.00
76th	27/08/2024	1,334.00	10,640.00
77th	27/09/2024	1,334.00	9,306.00
78th	27/10/2024	1,334.00	7,972.00
79th	27/11/2024	1,334.00	6,638.00
80th	27/12/2024	1,334.00	5,304.00
81th	27/01/2025	1,334.00	3,970.00
82th	27/02/2025	1,334.00	2,636.00
83th	27/03/2025	1,334.00	1,302.00
84th	27/04/2025	1,302.00	.00

HIRER'S COPY

OFFER

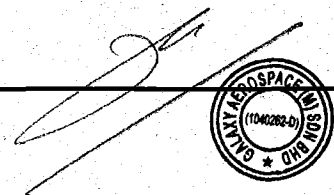
To, AFFIN ISLAMIC BANK BERHAD (Co. No. 709506-V)

Agreement No. 405340030597

I/We ("the Hirer") the person(s) named in Section 1 of Schedule A hereby offer to take on hire from you ("the Owner"), the goods ("Goods") described in Schedule B and on the TERMS AND CONDITIONS SET OUT BELOW AND IN THE FOLLOWING PAGES. The hire-purchase instalments ("Instalments") as herein provided are to be paid by the Hirer to the Owner at the Owner's address set forth in Section 2 of Schedule A or at the address of the Owner's agent. ("AFFIN ISLAMIC BANK Agent") described in Section 3 of Schedule A. The Goods are to be and will be at all times until the payment of all the Instalments to the Owner kept at the address stated in Section 4 of Schedule A.

SCHEDULE A


Section	Description	Particulars
1	Name, NRIC No. and Address(s) of Hirer or the Registered/Business address of the Hirer	Name : GALAXY AEROSPACE (M) SDN. BHD. NRIC No. : 1040262D Address: 79-1 1ST FLOOR, JALAN PJU 1A/41B NZX COMMERCIAL CENTER ARA DAMANSARA 47301 PETALING JAYA or a company registered in Malaysia and having its registered office at
2	Address of the Owner at which the Hirer is to pay the Instalments	NO 468-11 & 468-11B BATU 3, JALAN IPOH 51200 KUALA LUMPUR W.P KUALA LUMPUR
3	Name, NRIC No. and address of the AFFIN ISLAMIC BANK Agent	Name : NRIC No. : Address:
4	Address at which the Goods are to be kept	SUITE 6-2B UKAY BOULEVARD JALAN LINGKARAN TENGAH DUA HULU KLANG 68000 AMPANG SELANGOR
5	Particulars of the Dealer/Seller	Name : TRIO MANTAP SDN BHD NRIC No. : 589240V Address: NO 33, JALAN KENCANA 18, TAMAN KENCANA 56100 KUALA LUMPUR



RM95,000.00 X 2.56% X 84 MONTHS
 INST : 83 X RM1,334.00 + RM1,302.00
 FORD RANGER 2.2 L XLT AUTO

HIRER'S COPY

SCHEDULE B

<p>(A) DESCRIPTION OF THE GOODS which are *New/Second-Hand</p> <p>(Initials) </p> <p>Short description of the Goods: FORD RANGER 2.2L XLT 4WD AT</p> <p>If Motor Vehicle: Registration No. VBM3155</p> <p>Make & Model FORD RANGER 2.2L XLT 4WD AT</p> <p>Year of Manufacture 2017 Engine No. P4AT2536054</p> <p>Chassis/Serial No. MNBLMFF80JW786733</p> <p>If Goods Vehicle:- Tons/kg Cwt.</p>	<p>(i) Cash Price RM 115,135.33</p> <p>(ii) Urbun (deposit) -</p> <p>(a) Cash RM 23,824.73</p> <p>(b) Consideration other than cash RM .00</p> <p>(iii) Freight Charges RM .00</p> <p>(iv) Vehicle Registration Fee RM 500.00</p> <p>(v) Insurance/Takaful for *Goods (if the same is a motor vehicle) for a period of the first 12 months from Commencement Date OR *Insurance/Takaful for Goods (other than a motor vehicle) for the entire duration of this Agreement RM 3,189.35</p>
<p>(B) DESCRIPTION OF CONSIDERATION for the Goods provided OTHER THAN IN CASH.</p> <p>Goods bought by Dealer/Seller as follows:-</p> <p>Short Description of Goods:</p> <p>Make & Model</p> <p>Engine No.</p> <p>Chassis/Serial No.</p> <p>Reg. No. Price RM.</p> <p>to be applied towards payment of the 'Urbun (deposit).</p>	<p>(vi) Total of items (i) (iii) (iv) and (v) less 'Urbun (deposit) RM 95,000.00</p> <p>(vii) Term Charges (2.56 % p.a.) RM 17,024.00</p> <p>(viii) Balance originally payable under this Agreement RM 112,024.00</p> <p>And 'Urbun (deposit) RM 23,824.73</p>
<p>(C) Instalments payable during the hiring of the Goods hereunder which are deemed to commence on the date appearing on the Memorandum of Acceptance below:-</p> <p>Instalments each in the sum of RM 1,334.00 payable on the corresponding date of each and every succeeding calendar month, commencing on 27th day of MAY 2018 and a final Instalment of RM 1,302.00 payable on the corresponding date of the month next immediately following the date on which the last of the above instalments is due and payable by the Hirer to the Owner.</p>	<p>(ix) Total amount payable RM 135,848.73</p> <p>(x) Difference between Total amount payable and Cash Price RM 20,713.35</p> <p>(xi) Cash Price less 'Urbun (deposit) RM 91,310.65</p> <p>(xii) Annual Percentage Rate of Term Charges 4.7958</p>

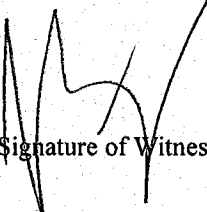
The Hirer hereby unequivocally acknowledges and admits that the Hirer has read and understood the provisions of this Offer including those contained in the attached pages hereof and the Hirer HEREBY AGREES to be bound by the same. To further induce the Owner in accepting the Offer the Hirer hereby irrevocably and unequivocally declares, warrants and admits that:-

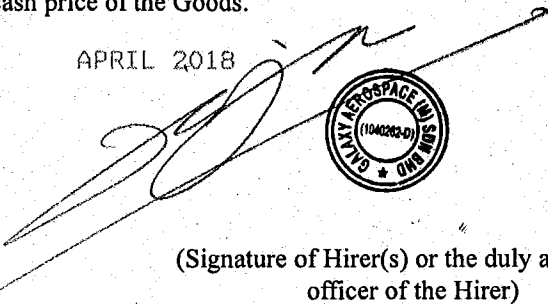
- (a) the declarations, acknowledgements, confirmations and admissions above are true and accurate in all respects;
- (b) within 5 days from the date hereof, the Hirer will hand and pay to the Owner/Dealer/Seller cash and/or Goods, the amount whereof and/or the amount applied by the Dealer/Seller in respect of the Goods respectively, sold to/sold by the Dealer/Seller, towards the 'Urbun (deposit) is at least equal in value to the 'Urbun (deposit);
- (c) the 'Urbun (deposit) was so paid or provided by the Hirer in a form and manner constituting it a valid 'Urbun (deposit) at law;
- (d) the Hirer has not made known to the Owner or to the Dealer/Seller or to any servant or agent of the Dealer/Seller any particular purpose for which the Hirer may require the Goods and the Hirer have thoroughly examined the Goods and depended on the Hirer's own judgment as to their suitability, fitness and condition and the Hirer shall take delivery of the Goods on or before the commencement date of the Agreement. WHERE THE GOODS ARE IN THE ABOVE SCHEDULE STATED TO BE SECOND-HAND, ALL CONDITIONS AND WARRANTIES AS TO MERCHANTABLE QUALITY AND AS TO FITNESS AND SUITABILITY AS ARE REQUIRED UNDER SECTION 7(2) OF THE HIRE-PURCHASE ACT 1967 ("HP ACT") ARE HEREBY EXPRESSLY NEGATED AND THE HIRER HEREBY ACKNOWLEDGE THAT THE STATEMENT THAT THE GOODS ARE SECOND-HAND AND THAT SUCH CONDITIONS AND WARRANTIES ARE EXPRESSLY NEGATED HAVE BEEN BROUGHT TO THE HIRER'S NOTICE;

3059-7
HIRER'S COPY

- (e) the Hirer hereby confirms that he has examined the Goods and satisfied with the same prior to the date hereof and as regards defects which such examination ought to have revealed the Goods are of merchantable quality and agree that the Owner gives no warranty whatsoever in respect of the Goods as to description, fitness, roadworthiness (in the case of a motor vehicle), repair or otherwise nor shall the Owner be responsible for any delay in delivery for whatever reason which is not attributable to the Owner;
- (f) THE HIRER ALSO ACKNOWLEDGE AND ADMIT THAT THE DECLARATION MADE BY THE HIRER DECLARING THAT THE VEHICLE HAD NOT BEEN ALTERED AND MODIFIED IN ITS CONSTRUCTION AND STRUCTURE AND THAT THE VEHICLE IS NOT DEFECTIVE WERE MADE VOLUNTARILY BY THE HIRER AND THE SAME IS TRUE AND GENUINE AND THE HIRER SHALL KEEP THE OWNER FULLY INDEMNIFIED AND COMPENSATED AGAINST ANY COSTS (INCLUDING BUT NOT LIMITED TO SOLICITOR- CLIENT COSTS ON A FULL INDEMNITY BASIS), LOSSES, DAMAGES AND EXPENSES IN THE EVENT THE SAME WERE NOT TRUTHFUL AND/OR GENUINE;
- (g) the Hirer also hereby expressly acknowledge and admit that the duly completed Second Schedule [Part I and Part II (if applicable)] to the Hire-Purchase Act 1967 had been duly served to the Hirer before the Hirer make any payment for Booking Fee and/or before the signing of this Agreement; and
- (h) the Hirer also confirm and acknowledge that no 'Urbun (deposit) whatsoever had been paid to the Owner/Dealer/Seller or any person acting for the same prior to the signing of this Agreement except for the Booking Fee (if applicable) to the total amount not exceeding 1% of the cash price of the Goods.

Dated the 27th day of APRIL 2018


(Signature of Witness)


(Signature of Hirer(s) or the duly authorised officer of the Hirer)



RM3/=RM10/=
Stamp

Name and address:

NORHAIZAN ARIFFIN
720417-48-6301
AFFIN BANK BERHAD (23046-T)
468-11 & 108-11B,
3RD MILES, JALAN IPOH,
51200 KUALA LUMPUR.

NRIC No.

Date:

18 APR 2018

Name:

GALAXY AEROSPACE (M) SDN. BHD.

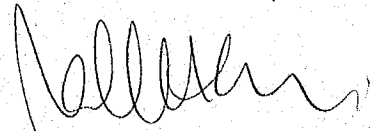
NRIC No:

1040262D

MEMORANDUM OF ACCEPTANCE

AFFIN ISLAMIC BANK BERHAD hereby accepts the offer on this 18 APR 2018 day of

For and on behalf of
AFFIN ISLAMIC BANK BERHAD (Co. No. 709506-V)


(Authorised Officer)



TERMS AND CONDITIONS-HIRE-PURCHASE-i

The Hirer, by his signature appearing overleaf hereby agrees to be bound by the following terms and conditions upon the acceptance by the Owner in the manner set forth above:-

1. In consideration of the Owner investigating the Hirer's suitability as a hirer under this Offer, the Hirer agrees that this Offer shall be irrevocable and may be accepted by the Owner at any time on or before the expiry of a period of twenty-one (21) days from the day of this Offer. The signing by the Owner of the Memorandum of Acceptance set forth above shall, of itself, constitute a binding acceptance of the Offer without notice to the Hirer. No prior act of the Owner nor the delivery of the Goods or any part to the Hirer or the receipt by the Owner from the Hirer of any monies shall be deemed an acceptance by the Owner and if the Owner acquires the Goods (in or over which the Hirer has no present proprietary or contractual right as the Hirer hereby warrants) the Goods shall be the Owner's absolute property and the Owner shall be under no obligation to hire or dispose of the Goods to the Hirer. Until and unless the Owner signs the Memorandum of Acceptance, no acceptance by the Owner of this Offer may be construed. Upon the Owner's acceptance aforesaid, the hiring ("Hiring") of the Goods under this Offer shall be deemed to have commenced on the date ("Acceptance Date") inserted and appearing on the aforesaid Memorandum of Acceptance and this Hire Purchase-i Agreement ("HP Agreement") shall henceforth be constituted.
2. Within 5 days from the date of the signing of this HP Agreement the Hirer shall pay to the Owner/Dealer/Seller the amount of the 'Urbun (deposit) as shown in item (ii) Schedule B of the Schedule hereto (hereinafter called "the 'Urbun (deposit)") in consideration of the option to purchase contained in Clause 35 of this Agreement failing which, the Owner may terminate this Agreement without any notice to the Hirer and in such event, the Hirer shall be liable to indemnify and keep the Owner indemnified and compensate the Owner of all the costs (including but not limited to solicitor-client costs on a full indemnity basis), losses, damages and expenses that the Owner may have suffered and/or incurred therein. The Hirer further agrees to pay all the Instalments at the times and in the manner set forth in item (C) of Schedule B until the Hiring is terminated and notwithstanding that the Goods shall be or have been stolen, lost, damaged, detained by police or other authorities, or is the subject of or be involved in any criminal or civil proceedings or that, for any other reason whatsoever the Hirer shall not have the possession, control or use of the Goods.
3. The Hirer hereby agrees:-
 - (a) that without the Owner's consent in writing the Hirer shall not deliver the Goods to a repairer or any other person for the purposes of repair or maintenance service whereby the Hirer may create or cause to be created a lien over the Goods, nor shall the Hirer pledge the Owner's credit in respect of the Goods to any person;
 - (b) to waive in favour of the Owner all the Hirer's rights, title and proprietary interest in, to and under all the repairs and maintenance done to the Goods and all additions, materials and replacement parts or items or any accessories whatsoever installed, inserted, injected, attached, annexed or found in or with the Goods at the time of repossession of the Goods upon the terms hereunder and under the HP Act and against loss of or damage of the Goods or any part thereof from any cause or by any means whatsoever including seizure, confiscation or forfeiture. It is hereby agreed that the Owner's loss shall, for the purpose of this Clause, be a sum equivalent to the aggregate of:-
 - (i) balance originally due under this HP Agreement;
 - (ii) late charges, (if any); and
 - (iii) any other sums payable by the Hirer under this HP Agreement.

LESS
the aggregate of:-

 - (i) any amounts (other than the 'Urbun (deposit)) paid by or on behalf of the Hirer under this HP Agreement;
 - (ii) statutory rebate for terms charges, if any; and
 - (iii) statutory rebate for takaful/insurance, if any, as if the Hirer had elected to exercise the Hirer's right of early completion of this HP Agreement under Section 14 of the HP Act and such early completion had taken place on the date of the loss or destruction without the Owner taking possession of the Goods or the Hirer returning the Goods to the Owner as contemplated by Section 14(3)(b) and 14(3)(c) respectively of the HP Act;
 - (c) to indemnify the Owner against all losses and damages suffered and all costs and expenses incurred by the Owner by reason of the destruction, detention (including lawful detention) and loss (including lawful forfeiture) and repossession by the Owner of the Goods under the terms herein and in the HP Act;
 - (d) that the Owner may at any time after the termination of the Hiring hereunder or after the sale of the Goods pursuant to the provisions of the HP Act, to terminate the takaful/insurance referred to in Clauses 3(e) and (f) below and the Owner may accept and apply any rebate payable by the insurer to the Owner towards payment by the Hirer to the Owner to account of any sums due and payable by the Hirer to the Owner under this HP Agreement;
 - (e) where the Goods are not a motor vehicle, that the Owner is entitled to and will, at the expense of the Hirer and for the duration of this HP Agreement, cause the Goods to be insured in the Hirer's name to the full replacement value thereof against fire, accident and theft and such other risks as the Owner may from time to time require with an takaful/insurance company/takaful/insurance companies acceptable to the Owner under a comprehensive policy in the name of the Hirer bearing an endorsement recording the Owner's interest in the Goods and subject to such terms and conditions as the Owner would require if the Owner were arranging the takaful/insurance and in particular a provision that any monies payable to the Hirer under the aforesaid takaful/insurance policy shall be paid to the Owner and such insurance shall not be terminated without the Owner's prior written consent. All amounts payable to the Owner in respect of such takaful/insurance shall form part of the hire-purchase price (as defined under the HP Act), ["HP price"];
 - (f) where the Goods is/are a motor vehicle(s), that:-
 - (i) in respect of the first twelve (12) months of the Hiring agree that the Owner is entitled, at the expense of the Hirer, to cause the Goods to be insured in the Hirer's name to the full replacement value thereof against fire, accident and theft and such other risks as the Owner may from time to time require with an takaful/insurance company acceptable to the Owner under a comprehensive policy in the name of the Hirer and bearing an endorsement recording the Owner's interest in the vehicle (as the Owner thereof) and subject to such terms and conditions as the Owner would require if the Owner were arranging the takaful/insurance and in particular provision that any monies payable to the Hirer under the policy shall be paid to the Owner. All amounts payable in respect of such takaful/insurance shall form part of the HP price;
 - (ii) in respect of the period of Hiring immediately following the first twelve (12) months, that the Hirer shall, at his

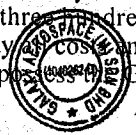


expense, cause the Goods to be insured in the Hirer's name to the full replacement value thereof against fire, accident and theft and such other risks as the Owner may from time to time require with some takaful/insurance company acceptable to the Owner under a comprehensive policy in the name of the Hirer bearing an endorsement recording the Owner's interest in the vehicle (as the Owner thereof) and subject to such terms and conditions as the Owner would require if the Owner were arranging the takaful/insurance and in particular a provisions that any monies payable to the Hirer under the policy shall be paid to the Owner and that the takaful/insurance comprised therein shall not be terminated without the prior written consent from the Owner;

- (iii) if the Hirer shall default in his obligations under Clause 3(f)(ii) hereof, that the Owner shall be at liberty, but shall not be bound, to cause the Goods to be insured and any costs thereof incurred by the Owner shall be borne by the Hirer and shall be payable on demand;
- (iv) that the Hirer shall not change the insurers for the Goods under Clause 3(f)(ii) hereof without the prior written consent of the Owner; and
- (v) that the Hirer shall, not less than fourteen (14) days before the date of expiry of a policy arranged by the Hirer under Clause 3(f)(ii), inform the Owner that he has renewed such policy or that he has caused a fresh policy of takaful/insurance which complies with the requirements of Clause 3(f)(ii) hereof to be issued by another takaful/insurance company acceptable to the Owner;
- (g) to irrevocably appoint the Owner as his agent to compromise and/or recover in the Hirer's or the Owner's name any claim for loss or damage under all takaful/insurance policies in respect of the Goods and to receive all monies payable thereunder and to give to the insurers a good receipt and discharge for the same;
- (h) that all takaful/insurance policies in respect of the Goods together with receipts for premia payable thereunder shall during the Hiring be delivered into the Owner's custody if the Owner so requires;
- (i) that any takaful/insurance moneys received in respect of the Goods shall first be applied in paying to the Owner the unpaid balance of the HP Price less statutory rebate (if any) and any other sums payable by the Hirer under this HP Agreement and any remainder therefor be paid to the Hirer in the event that subsequent to the aforesaid payments of the said takaful/insurance monies to the Owner, there is a balance amount remaining unpaid by the Hirer to the Owner, the same shall forthwith become payable by the Hirer to the Owner;
- (j) not do or omit to do or permit or suffer to be done or omit to be done any act or thing which may invalidate or prejudice any takaful/insurance cover over the Goods or which may entitle the insurers to repudiate liability and jeopardise at any time, the Owner's right thereunder;
- (k) not to conceal the Goods or to part with personal possession or control of the Goods without the Owner's prior consent in writing and not to alter the Goods and or remove or damage or permitted to be removed or damaged any identifying number or mark affixed, embossed or engraved on or in the Goods;
- (l) that if for any reason whatsoever the Goods pass out of the Hirer's possession or concealed by the Hirer, then, in addition and without prejudice to the indemnity given by the Hirer under Clause 3(c) hereof, the Owner shall have the immediate right to possession of the Goods;
- (m) to notify the Owner immediately in writing of any change in the Hirer's residential or business addresses or the Hirer's registered office and not to remove, without the Owner's prior written consent, the Goods out of the States or the Territories of Malaysia wherein the Goods are located or such other States or Territories as the Owner may from time to time approve in writing;
- (n) to produce the Goods for inspection or test by the Owner at the Owner's request at any time and from time to time;
- (o) to comply with all proper obligations relating to the Goods or their possession or use including taking out all necessary licences, permits and permission for the lawful use of the Goods and not to use the Goods or permit to suffer the Goods to be used contrary to any written law, rule or regulation or for any unlawful or immoral purpose and to repay to the Owner on demand any monies which may be properly expended by the Owner to make good any such failure by the Hirer to so comply;
- (p) that any accessories, replacement, parts or other goods or items now or hereafter supplied with; affixed, annexed, installed or attached to the Goods shall become a part thereof;
- (q) that it is solely the Hirer's obligation to obtain and take delivery of the Goods and if applicable locate the same at the address stated in Section 4 of Schedule A. The Goods shall be used for purposes which does not contravene the Syariah principles; and
- (r) that the importer, dealer and/or seller shall be the agent of the Hirer and the Hirer or his agent shall be solely responsible to apply for all necessary license, permit, approval and/or grant from the necessary authority for the hired vehicle. The Hirer or his agent shall also ensure all duty, tax, fee and/or any prescribed payment to the authority for the hired vehicle are duly and sufficiently paid to all the relevant body and/or authority. Any failure by the Hirer and/or his agent to comply with this Clause shall not be attributable to the Owner.

4. The Hirer further agrees:-

- (a) not to sell, dispose of or encumber the Goods or any right, title or interest therein, thereto or thereunder or attempt, purport or agree so to do;
- (b) that the Owner may, from time to time and at any time by notice in writing to the Hirer change the address at which and the person to whom the Instalments are to be paid or the AFFIN ISLAMIC BANK Agent;
- (c) that any payment of Instalment or other monies made otherwise than at the address stated in Section 2 of Schedule A or for the time being and from time to time expressly approved in writing by the Owner and any payment sent by the Hirer by way of post shall be at the Hirer's sole risk, and all such payments shall be free of exchange charges to the Hirer. In any event, the date of the Owner's receipt of the Instalment shall be the date on which the Owner shall have received the cash payment or the payment by cheque PROVIDED ALWAYS that payment by cheque shall not be deemed payment of Instalment if the cheque is dishonoured upon presentation thereof for payment and the amount paid by way of cheque shall be the balance received by the Owner after deducting all charges, commissions and fees payable on the aforesaid cheque for the purpose of withdrawal of money from the drawee's account;
- (d) to pay to the Owner on demand compensation charges calculated at the rate of one per cent (1%) per annum or such rate as permitted by Bank Negara on all arrears of Instalments (or part thereof) until the Instalments are fully paid on the basis of a three hundred and sixty five (365) day year;
- (e) to pay the costs and expenses incurred by the Owner in respect of and incidental to the Owner's repossessing or attempting to repossess the Goods or serving any lawful notice or demand for the purpose of repossession of the Goods including any



solicitors' fees on a full indemnity basis;

- (f) that the Owner shall not be responsible or liable in any way whatsoever for any property or article alleged by the Hirer to have been left in the repossessed or returned Goods. In the event that any article are found in such repossessed or returned Goods the Owner shall be entitled and is hereby authorised and requested by the Hirer to sell such article at such price, in such manner and at such time as the Owner in its absolute discretion deems fit and credit the net proceeds of such sale to the Hirer's account with the Owner, PROVIDED ALWAYS THAT the Owner shall have served on the Hirer a notice in the manner set forth in Clause 22 below. Should the Owner be unable to sell the aforesaid article within a period of thirty (30) days from the date of repossession or return of the Goods by or to the Owner, the Owner may and is hereby authorised and instructed by the Hirer to dispose of such article as the Owner in its absolute discretion deems fit. The Hirer hereby indemnifies the Owner against all claims, demands and proceedings which may be made or instituted by any person against the Owner by reason of or incidental to the aforesaid disposal or sale by the Owner;
- (g) that the Owner may and is hereby irrevocably authorised so to do, enter on and into any premises where the Owner believes the Goods are located or onto any premises occupied by the Hirer for the purpose of inspections and/or testing the Goods or for the purpose of serving any notices of demand or any other notices including notices under the HP Act in relation to the Goods or for the purpose of taking possession or repossession of the Goods; and
- (h) that upon the Owner having become entitled to immediate possession or repossession of the Goods under this HP Agreement or under the HP Act; to deliver up possession of the Goods to the Owner forthwith at the address specified in such notice or demand by the Owner for such possession or repossession of the Goods as the Owner shall serve on the Hirer. No waiver by the Owner of any breach by the Hirer of the terms of this HP Agreement shall be deemed to be a waiver of any such or other continuing or recurring breach.
5. The Hirer hereby represents and warrants to the Owner as follows, which representations and warranties are true and accurate in all respects as if made on each date of the Hiring and which representations and warranties form the basis of the Owner's acceptance of the Offer and the Owner's commitment hereunder:-
- (a) if the Hirer is a natural person, the Hirer shall not have committed an act of bankruptcy as at the date of the Owner's acceptance of this Offer;
- (b) if the Hirer is a company:-
- (i) no event has occurred which would result in any person entitled to file or filing a winding-up petition against the Hirer;
- (ii) that the Hirer is a company duly incorporated and validly existing under the laws of Malaysia as a separate legal entity and has full power and authority to own its assets; and
- (iii) that the Hirer has the power to enter into hire-purchase agreement, to deliver and perform the terms of this HP Agreement and has taken all necessary corporate, shareholders, creditors and other actions to authorise the acceptance of the hire purchase and the execution and performance of this HP Agreement;
- (c) that by the acceptance by the Owner of this Offer, the Owner will not contravene the provisions of Section 62 of the Banking and Financial Institutions Act 1989;
- (d) that this HP Agreement constitutes legal, valid and binding obligations on the part of the Hirer in accordance with the terms contained herein;
- (e) that the execution and performance by the Hirer of the terms of this HP Agreement will not exceed the powers granted to the Hirer by or violate the provisions of:-
- (i) any regulation or any order or decree of any governmental authority, agency or court to which the Hirer is subject; or
- (ii) the Hirer's Memorandum and Articles of Association or other undertaking or instrument to which the Hirer is a party or which is binding upon the Hirer or any of the Hirer's assets;
- (f) that all consents, approvals and authorisations of any relevant authority which are required on the part of the Hirer of which are advisable, for or in connection with the acceptance, execution, performance, legality or enforceability of this HP Agreement have been obtained and are in full force and any conditions contained therein or otherwise applying thereto have been complied with;
- (g) that the Hirer is not, to the best of the Hirer's knowledge, in default under any agreement to which the Hirer is a party or by which the Hirer may be bound
- AND
- no litigation, arbitration or administrative proceedings are presently current or pending or threatened against the Hirer which default, litigation, arbitration or administrative proceedings, as the case may be, might, in the case of the Hirer, materially affect the solvency of the Hirer or might impair the Hirer's ability to perform its obligations hereunder;
- (h) no Event of Default (as hereinafter defined) has occurred and no event has occurred which, with the giving of notice and/or the lapse of time and/or the fulfilment of any other condition, might constitute an Event of Default;
- (i) that no litigation, arbitration or administrative proceedings before or of any board, tribunal, arbitration or governmental authority is presently pending or threatened against the Hirer or any of its properties and assets; and
- (j) all the statements made by the Hirer in this Offer and in any documents delivered by the Hirer to the Owner prior to the date of the Owner's acceptance of this Offer are true and accurate in all respects.
6. Any of the following events shall constitute and be construed as an Event of Default ("Event of Default") under this HP Agreement:-
- (a) if any of the Hirer's warranties and representations made herein or made to the Owner prior to the Owner's acceptance of this Offer shall or with the lapse of time prove to be incorrect in any respect; or
- (b) if the Hirer commits any breach of or fails to observe any of the Hirer's obligations and covenants under this HP Agreement save for in the case of the non-payment of the Instalments, the Hirer shall have defaulted in the payment of two (2) consecutive Instalments; or
- (c) if the Hirer being a natural person dies, commits any act of bankruptcy, becomes bankrupt, becomes of unsound mind, or enters into any composition or arrangement with or for the benefit of creditors of the Hirer; or
- (d) if the Hirer being a company, corporation or body corporate, a petition is presented, an order is made or a resolution is passed or legislation is enacted for the winding up of the Hirer or a receiver and/or manager is appointed of the property or undertaking or any part thereof of the Hirer; or
- (e) if the Hirer allows any judgment against the Hirer to remain unsatisfied for a period of twenty-one (21) days; or
- (f) if distress or execution or other process of a court of competent jurisdiction be levied upon or issued against any property of the Hirer and such distress, execution or other process is not satisfied by the Hirer within seven (7) days from the date thereof; or

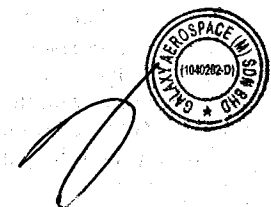
- (g) if the Hirer is a natural person and he is and has hereafter become a convicted person under the laws of Malaysia.
7. Upon the happening of an Event of Default, subject to the provisions of the HP Act and without prejudice to the Owner's claim for arrears of the Instalments or the loss or damages and costs and expenses suffered and incurred by the Owner as a result of the Hirer's breach of this HP Agreement, including but not limited to the "net amount payable" as described in Section 18(3) (a) of the HP Act:-
- (a) the Owner may forthwith without notice, terminate the Hiring and the Owner shall become entitled to immediate possession of the Goods and any license, registration books, takaful/insurance policy or certificate, cards and all documents related to the Goods, and may without notice retake possession thereof; or
 - (b) the Owner may by a written notice sent or left at the Hirer's address last known to the Owner, forthwith and for all purposes terminate the Hiring under this HP Agreement and the Hiring thereby constituted, and thereupon the Hirer shall no longer be entitled to be in possession of the Goods with the Owner's consent. Upon the Hirer's receipt of the aforesaid notice, the Hirer shall forthwith return the Goods and any license, registration books, takaful/insurance policy or certificate, cards and all documents related to the Goods to the Owner at such address stipulated by the Owner.
8. Subject to the HP Act, if this HP Agreement is terminated by the Owner pursuant to Clause 7 above and the Owner shall for any reason whatsoever unable or unwilling to take possession or shall not have received or taken from the Hirer possession of the Goods, the Owner shall be entitled to claim against the Hirer all amount due or owing by the Hirer to the Owner hereunder but not limited to an amount equivalent to the "balance outstanding under the hire-purchase agreement" as described in Section 15(6) of the HP Act and any other damages not prohibited by the HP Act (which balance and damages are hereinafter collectively referred to as "the Damages") together with daily interest thereon from the date of such termination calculated at the rate prescribed in Clause 14 hereof.
9. Subsequent to the termination of the Hiring by the Owner pursuant to Clause 7 above:-
- (a) if the Hirer shall have delivered possession of the Goods to the Owner on or before the expiry of the Said Period; OR
 - (b) if the Owner shall have taken possession of the Goods within the Said Period;
- then the Owner shall be entitled at the Hirer's costs and expenses to sell the Goods in such manner, at such time and prices as the Owner shall deem fit and credit the net proceeds ("Net Proceeds") of such sale to account of the amount due and payable by the Hirer to the Owner.
- Notwithstanding that the Owner shall not have sold the Goods, the Owner shall at all times prior to such sale, be entitled to claim against the Hirer the Damages.
- Until such time as the Goods are sold, the Hirer shall be liable for all the storage charges, costs and expenses in relation to the sale of the Goods, including advertising costs and legal costs (on full indemnity basis) payable by the Owner in respect of the Goods in the Owner's possession.
10. At the expiration or on the earlier determination of the Hiring (unless the Goods have become the property of the Hirer hereunder) the Hirer shall forthwith deliver up the Goods to the Owner at the address shown in this HP Agreement or such address stipulated by the Owner, in a good state of repair and shall also, if the Goods is/are a motor vehicle, return the Goods in a roadworthy condition and surrender to the Owner any license, registration books, takaful/insurance policy, certificate or cards and execute and deliver to the Owner any documents necessary to have the name of the Hirer removed from the register of motor vehicles and the registration book and the name of the Owner or any person nominated by the Owner entered thereon.
- The Hirer hereby agrees that notwithstanding whether the Owner shall have sold the Goods returned to or repossessed by the Owner under Clause 9 above, the Owner shall be entitled to claim the Damages and storage charges against the Hirer and Hirer is stopped from contesting that the amount of Damages is not ascertained due to credit (if any) attributable to the Hirer by reason of the Net Proceeds (if any) to be forthcoming if and when the Goods are sold.
11. In the calculation of the Damages, the Owner shall take into account all statutory rebates provided under the HP Act in the circumstances envisaged under Clauses 8, 9 and 10 hereof for the acceleration (if any) of payment by reason of the Net Proceeds (if any).
12. "Net Proceeds" shall mean the net proceeds of sale of the Goods after having deducted the costs and expenses of repossession (if any), the storage (if any), takaful/insurance (if any), sale and legal expenses (if any) in connection thereto including costs of advertising, auctioneers and other administrative costs.
13. Until the Hirer shall have exercised the Hirer's right under Section 14 of the HP Act to complete the purchase of the Goods, the Hirer shall during the Hiring have no proprietary right whatsoever in the Goods and shall be in possession of the Goods merely as a bailee.
14. The prevailing Islamic Interbank money Market (IIMM) rate shall be payable by the Owner on all principal sums due and remaining unpaid by the Hirer to the Owner based on IIMM 12 month rate calculated on a day to day basis in respect of a three hundred and sixty five (365) day year, from the date on which such sums are due and payable until the date of full payment thereof. The said prevailing IIMM rate is applicable without notice and subject to a maximum rate of 8% per annum or other rates prescribe by the Hire Purchase Act 1967 (Revised 1992).
15. The Hirer may at any time during the continuance of this HP Agreement and before the due date for payment of the last Instalment, on giving fourteen (14) days notice in writing of his intention to do so, complete the purchase of the Goods on or before the day specified for that purpose in the notice, by paying to the Owner a sum equivalent to the aggregate of:-
- (a) the balance originally due under this HP Agreement;
 - (b) and late charges, if any, payable by the Hirer to the Owner hereunder; and
 - (c) any other sums payable by the Hirer under this HP Agreement LESS the aggregate
 - (i) any amounts (other than the 'Urbum (deposit)) paid or provided by or on behalf of the Hirer under this HP Agreement;
 - (ii) statutory rebate for terms charges, if any; and
 - (iii) statutory rebate for takaful/insurance, if any.
16. The rights set out in Clause 15 above may also be exercised by the Hirer:-
- (a) in the circumstances set out in Section 14(3)(b) of the HP Act and by paying within twenty-one (21) days after the Owner has served a notice in the form of the Fifth Schedule to the HP Act, a sum calculated in accordance with Clause 15 above together with:-
 - (i) all costs and expenses incurred by the Owner in taking possession of the Goods (including legal costs of the Owner on a solicitor and client basis) in tracing and/or endeavouring to take possession of the Goods or in attempting to recover payment of any sums payable by the Hirer to the Owner under this HP Agreement; and
 - (ii) all storage, repair and maintenance charges incurred by the Owner in respect of the Goods; and

- (b) in the circumstances set out in Section 14(3)(c) of the HP Act and by paying to the Owner the sum calculated in accordance with Clause 15 within twenty-one (21) days after the Owner has served a notice in the form of the Fifth Schedule.
17. The Hirer may at any time terminate this HP Agreement by returning the Goods to the Owner in accordance with Section 15(1) of the HP Act and by paying to the Owner the balance outstanding under this HP Agreement, subject however to the provisions of Clause 19 hereunder.
 18. If this HP Agreement is determined pursuant to Clause 17 above hereof, the Hirer, may, in lieu of paying to the Owner the balance outstanding under this HP Agreement and subject to the provisions of Clause 19 hereunder, require the Owner to sell the Goods to any person introduced by the Hirer who is prepared to buy the Goods for cash payable immediately, at a price acceptable to the Owner.
 19. Upon the Goods being returned under Clause 17 hereof:-
 - (a) if the value of the Goods at the time of their return to the Owner is more than the balance outstanding under this HP Agreement, the Hirer is entitled to the difference which is recoverable as a debt due; and
 - (b) if the value of the Goods at the time of their return to the Owner is less than the balance outstanding under this HP Agreement, the Owner shall be entitled to the difference which is recoverable as a debt due.
 20. For purposes of Clauses 18 and 19 above:-
 - (a) "balance outstanding under this HP Agreement" shall mean the aggregate of
 - (i) the balance originally payable under this HP Agreement;
 - (ii) late charges on overdue instalments; and
 - (iii) other sums payable by the Hirer under this HP Agreement,
 LESS
 the aggregate of
 - (i) the amounts paid by or on behalf of the Hirer under this HP Agreement (excluding the 'Urbun (deposit));
 - (ii) statutory rebate for terms charges; and
 - (iii) statutory rebate for takaful/insurance (if any);
 - (b) "value of the Goods at the time of their return to the Owner" means
 - (i) the best price that could reasonably be obtained by the Owner, or
 - (ii) if the Hirer had introduced a person who bought the Goods for cash pursuant to Clause 18 hereof, the amount paid by such person.
 21. Notwithstanding the provisions of Section 15 of the Civil Law Act 1956 (or any modifications thereto) nor on the occurrence of events which by the general law of contract may be defined as constituting a frustration of this HP Agreement, the Hirer agrees that the Hirer shall continue to be bound by the provisions of this HP Agreement.
 22. The Hirer agrees that any notice or other documents including any Originating Process or Summons or Writ of Summons and Statement of Claim or any documents or papers connected therewith in respect of any action in connection with or under this HP Agreement shall be validly served on the Hirer if served on the Hirer personally or sent to the Hirer by prepaid registered or ordinary post to or left at the Hirer's address stated above or to or at the Hirer's current business or current or that last address known to the Owner and shall be conclusively deemed served and/or received by the Hirer immediately after the time of posting.
 23. The Owner is entitled to assign, transfer, nominate or authorise any person as the Owner may in its absolute discretion deems fit for the purpose of the Owner exercising any benefits, rights, licenses and entitlements granted by the Hirer to the Owner under this HP Agreement.
 24. The Hirer and Owner hereby submit to the non-exclusive jurisdiction of the Courts of Malaysia and the applicable law to this HP Agreement shall be the laws of Malaysia.
 25. The Hirer shall indemnify the Owner against all costs and expenses including legal costs (on a full indemnity basis) incurred by the Owner resultant from the breach or default by the Hirer of any of the provisions to this HP Agreement.
 26. No provision of this HP Agreement may be amended, waived, discharged or terminated orally nor may any breach of any provision of this HP Agreement be waived or discharged orally but (in each case) only by an instrument in writing signed by or on behalf of the party against whom enforcement of the amendment, waiver, discharge or termination is sought.
 27. Each of the provisions of this HP Agreement is severable from the others of such provisions and if at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect the remaining provisions hereof shall in no way be affected or impaired thereby.
 28. Subject to the provisions of the HP Act, no failure or delay on the part of the Owner in exercising nor any omission to exercise any right, power, privilege or remedy accruing to the Owner hereunder upon any default on the part of the Hirer nor the acceptance of monies by the Owner subsequent to such default shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or an acquiescence in such default.
 29. Subject to the provisions of the HP Act, neither action by the Owner in respect of any default on the part of the Hirer nor acquiescence by the Owner in any such default, shall affect or impair any right, power, privilege or remedy of the Owner in respect of any other or subsequent default.
 30. Subject to the provisions of the HP Act, the Hirer hereby agrees that the Owner may, at any time, without notice after an Event of Default or in making demand and notwithstanding any settlement of account or other matter whatsoever combine or consolidate all or any of the then existing accounts of the Hirer including accounts in the name of the Hirer solely or of the Hirer jointly with others (whether current, 'Urbun (deposit), loan or of any other nature whatsoever whether subject to notice or not) wheresoever situate; and set-off or transfer any sum standing to the credit or any one or more such accounts in or towards satisfaction of any monies, obligations and liabilities of the Hirer to the Owner whether such liabilities be present, future, actual, contingent, primary, collateral, several or joint.
 31. The Hirer hereby irrevocably authorises the Owner and agrees that the Owner shall be entitled, at its discretion to furnish from time to time such information on the Hiring and the provisions hereof as the Owner may deem fit to:-
 - (a) a guarantor or surety if any, for the repayment of the Instalments and any sums payable under this HP Agreement;
 - (b) any credit bureau or agencies approved by BANK NEGARA MALAYSIA, any relevant authority, including but not limited to, the Controller or Assistant Controller appointed by the Ministry of Domestic Trade, Cooperatives and Consumerism or Minister all the Hirer's information, documents, data, accounts, financial information whatsoever as may be requested by the relevant authority in accordance to the law of Malaysia; and
 - (c) to such other person and persons as the Owner deems fit for the purpose of compliance with the law and/or the recovery

of the Instalments and the aforesaid sums from the Hirer and/or the aforesaid guarantor.

The Hirer further acknowledges that from time to time inquiries may be made by third parties about the Hirer's particulars completed by the Hirer in the documents leading to the Hiring and/or as to the Hirer's credit standing pertaining to this transaction with a view of entering into prospective transactions with the Hirer. In such event, the Hirer hereby irrevocably consents to and authorises the Owner to disclose to any such person all such information the Owner deems relevant in the circumstances and the Hirer hereby declares that the Hirer shall not hold the Owner responsible in any way for any loss or damage that may result or arise directly or indirectly whether to the Hirer or any other person(s) from such disclosure.

32. This HP Agreement shall be binding upon the respective successors-in-title and assigns of the parties hereto and where the Hirer is a natural person, the Hirer's heirs and personal representatives.
The liabilities and/or obligations created by this HP Agreement shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, liquidation, reconstruction or otherwise howsoever in the constitution of the Hirer or the Owner, and it is expressly declared that no change of any sort whatsoever in relation to or affecting the Hirer or the Owner shall in any way affect the liabilities and/or obligations created hereunder in relation to any transaction whatsoever whether past, present or future.
33. Notwithstanding the terms herein, if any change in applicable law, regulation or regulatory requirement or in the interpretation or application thereof by any governmental or other authority charged with the administration thereof or if compliance by the Owner with any applicable direction, request or requirement (whether or not having the force of law) of any governmental or other authority makes or makes apparent that it is unlawful for the Owner to grant the Hiring upon the terms and conditions herein contained or to perform and observe any of the terms, conditions and obligation on the part of the Owner to be performed and observed under this HP Agreement, then the Owner:-
- (a) shall be discharged from all obligations to continue with the Hiring or, as the case may be, to perform and observe the terms, conditions and/or obligations the performance and observance whereof shall have become unlawful and shall give notice in writing to the Hirer to such effect;
 - (b) shall be at liberty to implement, apply and give effect in such manner as the Owner deems fit, to the applicable law, regulation or regulatory requirement or the interpretation or application thereof which shall have been changed;
 - (c) may comply, in such manner as it deems fit, with any applicable direction, request or requirement as aforesaid; and
 - (d) shall be forthwith entitled to demand payment of the "Total Amount Payable" under item (ix) of Schedule B and all other sums due and payable by the Hirer to the Owner under this HP Agreement and if the Hirer fails to make repayment upon demand made as aforesaid, the Owner may exercise the rights and powers upon default in this HP Agreement by any law provided.
34. The Hirer hereby agrees that this HP Agreement embodies the entire understanding between the Hirer and the Owner and that so far as the HP Act permits there are no promises, terms, conditions, warranties or obligations, oral or written, express or implied whether by law or statute or in any way other than those contained herein.
35. This HP Agreement shall not be nor be construed to be a purchase or an agreement for the purchase of the Goods by the Hirer but if the Hirer shall duly perform and observe all the stipulations and conditions in this HP Agreement on the Hirer's part to be performed and observed and shall in the manner set out in this HP Agreement pay to the Owner such sums of money payable to the Owner by the Hirer hereunder the Hirer shall have an option of purchasing the Goods and upon exercising such option of purchasing the Goods the Hiring shall come to an end and the Goods shall become the property of the Hirer and the Owner will assign and make over all the Owner's right benefit aforesaid have been made and the said stipulations and conditions have been performed and the option has been exercised the Goods shall remain the absolute property of the Owner and the Hirer shall not have any right or interest in the Goods other than that of a bailee.
36. A certificate signed by a Manager or an officer of the Owner stating the amount due or owing by the Hirer to the Owner under this HP Agreement, shall be prima facie evidence of such amount.
37. All reference to "Hirer" shall include two or more Hirer and the provision hereunder shall be binding on the Hirer jointly and severally. All reference to statutes and provisions thereof shall include such statutes and provisions as modified, amended, re-certified and re-enacted. Words denoting the singular number and masculine gender only shall include the plural and feminine and neuter gender respectively and vice versa. All reference to company shall include a corporation or other body corporate and its successors-in-title and assign.
38. Hire-Purchase Act 1967 shall be applicable to this Agreement and in the event of any Clause herein that is inconsistent with the Hire-Purchase Act 1967, it shall be unenforceable to the extent of such clause only and the same will not render this whole agreement to be unenforceable and clauses in the Hire Purchase Agreements which do not contradict the Shariah requirement will be applicable and enforceable.



3089-7


PERBANKAN
ISLAM

INDIVIDUAL GUARANTEE OF HIRE PURCHASE-i AGREEMENT (ACT)

To: **AFFIN ISLAMIC BANK BERHAD (709506-V)** ("the Owner")

1. IN CONSIDERATION OF your agreeing to enter into, having entered into or entering at my/our request into a Hire-Purchase-i Agreement No. 495340099 made or to be made between yourselves and

GALAXY AEROSPACE (M) SDN. BHD.
79-1 1ST FLOOR, JALAN PJU 1A/41B
NZX COMMERCIAL CENTER
ARA DAMANSARA
47301 PETALING JAYA
SELANGOR

(therein and herein called "the Hirer") I/We, the undersigned hereby jointly and severally guarantee upon written demand being made to me/us by you the due and punctual payment of all sums which may become due to you under or arising out of the said Hire-Purchase-i Agreement and the due performance and observance by the Hirer of each and every term and condition in the said Hire-Purchase-i Agreement to be performed and observed by the Hirer.

2. I/We AGREE AND DECLARE that my/our liability under this Guarantee shall not in anyway be discharged diminished or affected by the invalidity or unenforceability of the said Hire-Purchase-i Agreement or

- (a) by reason of an assignment by the Hirer's or owner of the Hirer's right title and interest in the Hire-Purchase-i Agreement; or
- (b) by the granting of time or indulgence to the Hirer; or
- (c) by the effecting of any release of or compromise with the Hirer or any agreement not to sue the Hirer; or
- (d) by the impairment of any security taken from the Hirer or the failure to realise or enforce such security; or
- (e) by the variation of any term or terms of the Hire-Purchase-i Agreement but so that I/we shall not be liable by reason of such variation for payment of any sum greater than the total amount for which I/we would have been liable if such variation had not been made.

For the purpose of giving effect to the above, I/we hereby give my/our specific consent to all and any of the matters aforesaid and no further consent from us shall be necessary.

3. I/We will jointly and severally on written demand guarantee you and keep you guaranteed against all loss or damage you may sustain under the said Hire-Purchase-i Agreement whether or not such loss or damage results from the commission of any breach by the Hirer and whether or not have you any legal right to claim against the Hirer for such loss or damage or have availed yourself of your legal remedies against the Hirer or the goods comprised in the said Hire-Purchase-i Agreement.

4. I/We FURTHER AGREE that my/our obligations hereunder shall be binding on my/our personal representatives, heirs, successors-in-title and assigns and that any demand made by you hereunder shall be validly made if served on me/us personally or sent to me/us by registered post and service of any legal process which includes Summons, Writ of Summons and other pleadings as well as all other forms of Originating Process, interlocutory application of whatever nature affidavits orders and such documents other than the aforesaid ("said documents") which are required to be served under the Rules of High Court 1980 and/or Subordinate Court Rules 1980 and any amendments there under may be sent to me/us by registered post to my/our address stated below or to or at my/our business or private address or last known address and if sent by registered post shall be conclusively deemed served and received by us immediately after posting notwithstanding that the said documents may be returned to us undelivered.

5. And I/we HEREBY ACKNOWLEDGE to have read the said Hire-Purchase-i Agreement or a copy thereof.

Dated this


18 APR 2018

.....
Witness to Guarantor's Signature*

Name :
NRIC No. :
Address :

NORHAIZAN ARIFFIN
720417-08-6301
AFFIN BANK BERHAD (23044-T)
468-11 & 468-11B,
3RD MILES, JALAN IPOH,
51200 KUALA LUMPUR.

.....
SIGNATURE OF GUARANTOR

Name :
NRIC No. :
Address :

JOHARI BIN HARUN
700120-06-5739
SUITE 6-2B, UKAY BOULEVARD
JALAN LINGKARAN TENGAH DUA
HULU KELANG
68000 AMPANG
SELANGOR

.....
Witness to Guarantor's Signature*

Name :
NRIC No. :
Address :

.....
SIGNATURE OF GUARANTOR

Name :
NRIC No. :
Address :

.....
Witness to Guarantor's Signature*

Name :
NRIC No. :
Address :

.....
SIGNATURE OF GUARANTOR

Name :
NRIC No. :
Address :

(*Other than husband or wife of Guarantor)