



Hi,

Thank you for the enquiries and business interest with Ingram Micro. Please fill up the attached Dealer Application form.

Kindly submit along with relevant documents listed below for application registration.

For **Sdn Bhd Company**, we need below forms from you:

- 1) Form 9
- 2) Form 24
- 3) Form 44
- 4) Form 49
- 5) M&A

For **Sole Proprietor / Partnership Company**, we need below item from you:

- 1) Form D
- 2) Business Information (Maklumat Perniagaan)
- 3) Borang Pemilik

** For Dealer / Credit Application, please take note of page 1, 2 (need to fill up completely) and page 10 needs COMPANY Stamp, Name and Signature by (Director) of the Dealer Application Form**.

INGRAM MICRO MALAYSIA SDN BHD (175932-M)

Sales & Marketing Office : Lot 4A, 4th Floor, Wisma Academy, Jalan 19/1, 46300 Petaling Jaya, Selangor.
Operation Office : Lot 11, Jalan 225, Section 51A, 46100 Petaling Jaya, Selangor.
Penang Office : 101-10-05, 06, 07 & 08, 10th Floor Menara Perdana, Jalan Gurdwara, 10300 Penang.
Johor Office : No. 22 & 22-1, Jalan Molek 1/28, Taman Molek, 81100 Johor Bahru, Johor.
Kuantan Office : B12, 1st Floor, Jalan Seri Kuantan 2, 25050 Kuantan, Pahang.
Kuching Office : SL 14, 15 & 16, Star Point Angle Commercial Centre, Jalan Stutong, 93350 Kuching, Sarawak.
Kota Kinabalu Office : 6cf03, 6cf03(b), 6cf04, 6th floor, Block C, Kompleks Karamunsing, 88300 Kota Kinabalu, Sabah.

Phone : (03) 7952 8188 Fax : (03) 7958 6700 / 6800
Phone : (03) 7960 2199 Fax : (03) 7960 0199
Phone : (04) 226 8099 Fax : (04) 227 6099
Phone : (07) 351 1998 Fax : (07) 351 1988
Phone : (09) 514 4089 Fax : (09) 514 4064
Phone : (082) 453 499 Fax : (082) 456 316
Phone : (088) 251 825 Fax : (088) 251 845



INGRAM MICRO MALAYSIA SDN BHD DEALER / CREDIT APPLICATION

Failure to fully complete all selections of this application or to provide the necessary information requested will delay the processing of your application.

FOR INGRAM MICRO USE ONLY

{ } CHECKED MK DENIAL.COM

TO BE COMPLETED BY NEW CUSTOMER ONLY

General Information:

Sole Proprietorship

Partnership

Corporation

Country of Incorporation: _____

Number of Branches/Outlets: _____

Business Name: _____

Business Address: _____

Nature of business: _____

Office Telephone: _____

Facsimile: _____

E-mail Address: _____

Web URL: _____

Billing Address: _____

(If different)

Shipping Address: _____

(If different)

Name of Owner/Director: _____

Name, title of person to contact for payment: _____

What will be your estimated yearly purchase from Ingram Micro? _____

Credit line requested:

RM _____

What credit term are you requesting? _____

COD, 7 days, 14 days, 21 days or 30 days

Personal Credit Information (Owner/Partnership) :

Name _____

Name _____

Home Address _____

Home Address _____

Contact No. _____

Contact No. _____

NRIC/Passport No. _____

NRIC/Passport No. _____

Have you ever applied for bankruptcy? Yes No

Have you ever applied for bankruptcy? Yes No

Personal Date Filed _____
Status _____

Personal Date Filed _____
Status _____

Business Date Filed _____
Status _____

Business Date Filed _____
Status _____

Name of related/affiliated companies currently trading with Ingram Micro:

1. _____

2. _____

3. _____

4. _____

Bank Information [Primary Banker(s)]

1. Name of Bank: _____

Branch: _____

2. Name of Bank: _____

Branch: _____

Primary Supplier/s (Related industry, purchased during the last 12 months)

1. Name: _____

Credit amount provided: _____

2. Name: _____

Credit amount provided: _____

SALES TERMS AND CONDITIONS

All sales made by Ingram Micro Malaysia Sdn Bhd ("Ingram") to its customers ("Purchaser") are subject to these terms and conditions. Purchaser's acceptance of these terms and conditions shall be made by either (i) Purchaser providing a purchase order to Ingram or (ii) Purchaser's acceptance of any Product from Ingram, whichever occurs first. These terms and conditions shall apply to sales of all products described in Ingram's current comprehensive product listing including special order product ("Product") except as otherwise noted below. The term "Special Order Product" as used herein shall mean products that are not listed in Ingram's current comprehensive product listing or have been configured to Purchaser's specifications. Electronic Software Distribution (ESD) product sales are subject to additional terms.

1. ORDERING

Prior to placing an order, Purchaser must have an active Ingram customer number and Purchaser's account must be current and in good standing. Purchaser must provide Ingram with complete Product order information as required by Ingram. The Product order information will include the (i) Product description, (ii) unit quantity, (iii) Ingram SKU number and/or vendor part number, (iv) current unit price as provided by Ingram, and (v) correct shipping address.

Purchaser personnel will identify, for each Product order, the ship-to destination as either Purchaser, Purchaser's customer, or other specified third party. Ingram reserves the right to require additional information based on the requirements of the manufacturer or publisher of the Product. Purchaser shall not disclose any confidential information when ordering from Ingram. Purchaser may place orders over telephone, via email or facsimile, and via Ingram-approved electronic ordering methods only through persons who identify themselves as Purchaser personnel and provide their Ingram customer number prior to placing the order. Ingram will have no obligation to confirm the validity of any order placed or the authority of the person placing an order in this manner. Purchaser will disclose its Ingram customer number only to its personnel with a need to know. Ingram's acceptance of any order from Purchaser is limited to these terms and conditions in their entirety without addition, modification, or exception. Any additional or different terms in Purchaser's purchase order or submitted by Purchaser in any form are hereby deemed to be material alterations hereto and notice of objection to them is hereby given. Orders for direct shipment to Purchaser's customers or Special Order Products may require prepayment and may be subject to additional fees. Ingram will have no obligation to hold Product for future sale to Purchaser if Purchaser's order is incomplete, on hold, or if Purchaser does not confirm it within 48 hours of notification from Ingram that backordered Product is available for shipment. All Products sold to Purchaser hereunder are for resale to end users (who purchase for internal use) in the country(ies) as authorized by the manufacturer or publisher of the Product only.

All Product pricing, description and availability information ("Information") provided by Ingram, in any form, is the property of Ingram. Ingram hereby grants Purchaser a limited, non-exclusive, non-transferable license to use the Information for Purchaser's internal use only for purposes of Purchaser's sales and purchases of Products sold by Ingram. If Ingram provides Information to Purchaser electronically, Purchaser agrees to update such Information regularly to ensure its accuracy. Purchaser agrees to hold in confidence and not to directly or indirectly use, reveal, report, publish, disclose or transfer to any other person or entity any of the Information or utilize the Information for any purpose except as permitted herein.

INGRAM MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED ON THE INFORMATION. ALL INFORMATION IS PROVIDED TO PURCHASER "AS IS." INGRAM HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, RELATING TO INFORMATION INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

2. PRICE

All prices are subject to change without prior notice and will be established at time of order acceptance by Ingram. Order acceptance and sale by Ingram occurs at time of shipment. Prices for backordered Products are subject to change without prior notice.

3. SHIPMENT AND DELIVERY

For Product shipments to an address within Malaysia, shipment will be made by Ingram via its standard transportation and risk of loss and damage to Product will transfer to Purchaser upon Ingram tendering the Product for delivery to the designated address specified on the Purchaser's Product order. For all orders under RM1000, Purchaser will be assessed a RM30 freight charges. Additional charges may apply for unusually heavy or bulky items. If Purchaser requests special shipping or handling including without limitation, expedited shipment, third-party billing, or freight collect, Purchaser shall bear all risk of loss and damage to the Product in transit and is responsible for filing claims with the carrier and all freight and handling costs. COD and additional fees may also apply. Purchaser shall examine all Products upon receipt and shall notify Ingram immediately of all discrepancies or if rejection is intended. Such notice shall be reasonably detailed and shall specify the discrepancy or reason for rejection. Failure to give such notice within the time specified herein shall be deemed an acceptance of the Products as of the date of shipment. If, according to the nature of Products, delivery can be fulfilled by Purchaser downloading the software via internet and Ingram sending the Purchaser an email with password or other authentication code without the need to ship any physical products, Purchaser agrees and acknowledges that the delivery of said email or password or authentication code and downloading of the software shall constitute delivery of the Product.

Title - For all shipments, title to Product remains with Ingram until Ingram receives full payment. Upon payment, title to purchased Product vests in Purchaser. Until full payment for Product has been made to Ingram, (i) Purchaser must store Product separately from Purchaser or any other third party goods and ensure that Ingram Product are readily identifiable as the property of Ingram and (ii) Purchaser may sell the Product but shall keep records of the Product in the ordinary course of its business as fiduciary agent for Ingram and Purchaser agrees to deposit all proceeds of any such sale (including any proceeds received from any insurance claims) in a separate bank account and agrees not to mix the proceeds with any other monies and hold the monies on trust for Ingram and shall immediately account for such proceeds to Ingram. If Purchaser sells, disposes of or otherwise deals with Products or any part thereof before full payment has been received by Ingram, Purchaser must advise Ingram in writing, at such times as Ingram may request, specifying full details of the Products sold, disposed of, utilized or otherwise dealt with.

4. CREDIT AND PAYMENT TERMS

Purchaser shall furnish to Ingram all financial information reasonably requested by Ingram from time to time for the purpose of establishing or continuing Purchaser's credit limit. Purchaser agrees that Ingram shall have the right to decline to extend credit to Purchaser and to require that the applicable purchase price be paid prior to shipment and /or determine any other conditions for credit qualification, including but not limited to the procurement of corporate guarantees, personal guarantees and etc. Purchaser shall promptly notify Ingram of all changes to Purchaser's name, address, or of the sale of substantially all of its assets. Ingram shall have the right from time to time, without notice, to change or revoke Purchaser's credit limit on the basis of changes in Ingram's credit policies or Purchaser's financial condition and/or payment record. Purchaser shall not deduct any amounts owing from any Ingram invoice without Ingram's express written approval, which approval shall be contingent upon Purchaser providing all supporting documentation for such deduction as required by Ingram. A service charge of the lesser of one and one-half percent (1 ½%) per month or the maximum amount allowed by law will be charged on all past due balances commencing on the date payment is due. Credit cards will only be accepted subject to charge(s), the types and rates of which are solely determined by Ingram. Payment by telegraphic transfers, cashier orders, demand drafts or cheque (subject to clearance) will be allowed. Payment by any other method will be subject to Ingram's express written approval. If Purchaser fails to make timely payment of any amount invoiced hereunder, Ingram shall have the right, in addition to any and all other rights and remedies available to Ingram at law or in equity, (i) to immediately revoke any or all credit extended to Purchaser, (ii) to delay or cancel future deliveries and/or to reduce or cancel any or all quantity discounts extended to Purchaser, and (iii) to enter onto any premises upon which Product are stored to enable Ingram to inspect and/or repossess the Product. Purchaser acknowledges that in the case of software Product, any refusal or failure to pay may result in cancellation of the license to use the software Product. Purchaser shall pay all costs of collection, inspection and repossession including reasonable attorneys' fees. Any obligation of Ingram under these terms and conditions to deliver

Products on credit terms shall terminate without notice if Purchaser files a voluntary petition under a bankruptcy statute or any other statute relating to insolvency or protection of the rights of creditors, or makes an assignment for the benefit of creditors, or if an involuntary petition under a bankruptcy statute or any other statute relating to insolvency or the protection of rights of creditors is filed against Purchaser, or if a receiver, manager, liquidator or trustee is appointed to take possession of the assets of Purchaser. Purchaser agrees that any claim or counter-claim against Ingram shall not be made a reason for deferring, setting-off or withholding payment of amounts due and payable to or liabilities incurred by Purchaser.

5. AUDIT

For purposes of ensuring contract compliance of this Agreement and the accuracy of Ingram's sales-out reports, Purchaser is required to maintain records of end-user purchases of Products and Software Products. Records must include customer name, address, phone number, Ingram SKU number and date of sale and any other records deemed relevant by Ingram. During the term of this Agreement, and for seven (7) years, and upon prior notice to Purchaser, Ingram or Ingram's designate will be given on-site access to Purchaser's customer records, inventory records and other records of account as necessary to verify and audit Purchaser's compliance with the terms of this Agreement. Purchaser shall bear the costs of the audit if such audit shows that Purchaser has not been complying with its obligations hereunder.

6. TAXES

Purchaser shall bear applicable state and other government taxes (such as sales, use, customs, goods and services tax, government service tax & etc.). Unless otherwise specified, prices do not include such taxes. Exemption certificates, valid in the place of delivery, must be presented to Ingram prior to shipment if they are to be honored.

7. WARRANTY

Product warranties, if any, are provided by the manufacturer or publisher of the Products. Ingram makes no warranties whatsoever.

IN NO EVENT SHALL INGRAM BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR DAMAGES OF ANY KIND OR NATURE ALLEGED TO HAVE RESULTED FROM ANY BREACH OF WARRANTY. INGRAM DOES NOT WARRANT THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE. INGRAM MAKES NO WARRANTY, EXPRESS OR IMPLIED, OTHER THAN THOSE SPECIFICALLY SET FORTH HEREIN.

8. PRODUCT RETURNS

A. Requirements - Purchaser must obtain a valid Return Material Authorization ("RMA") number from Ingram for all returns. RMAs will be issued, at Ingram's sole discretion, in accordance with these terms and conditions and its customer services policy. Purchaser must provide its Ingram customer number and all other information as required by Ingram for all returns. RMAs are valid for fourteen (14) calendar days from the date of issuance. Purchaser must allow for in-transit time for Products to be returned to Ingram, as Ingram must physically receive Products within the fourteen (14) calendar days. RMAs will be issued for authorized returns under one of the following categories (i) defective Products, (ii) billing or shipping discrepancies, or (iii) damaged Product.

Purchaser is responsible for ensuring that the RMA number is clearly visible on the address label of the Product packaging when it is returned to Ingram. Ingram will refuse delivery of any boxes without a valid, clearly visible RMA number as noted above. Overgoods are unauthorized returns. Any Products received by Ingram (i) without a valid RMA number, including Product shipments refused by Purchaser or Purchaser's customer except those damaged in transit from Ingram to Purchaser or from Ingram to Purchaser's customer, (ii) later than fourteen (14) calendar days from the RMA date, or (iii) in a condition unsuitable for resale (excluding defective Products), will be considered Overgoods. Ingram will return Overgoods to Purchaser or Purchaser's customer, and will charge Purchaser a RM100 processing fee per shipment plus related freight charges. If Purchaser refuses the shipment of Overgoods from Ingram or returns the Overgoods to Ingram a second time without Ingram's prior authorization, Purchaser agrees to relinquish all right and title to and waives all claims against Ingram for credit related to such Products. Notwithstanding anything to the contrary, Ingram reserves the right not to authorize the return of Products that are no longer in production or are being produced or published by a manufacturer or publisher that (i) is insolvent, (ii) has declared bankruptcy, or (iii) will not accept returns from Ingram.

B. Defective Product Returns - Defective returns are only for Products purchased from Ingram that are inoperable or do not function in accordance with the specifications published by the manufacturer or publisher and are covered under the manufacturer's or publisher's warranty. All defective returns are subject to more restrictive manufacturer or publisher policies. Purchaser may request an RMA for the return of defective Products, excluding Special Order Products, within three (3) calendar days of invoice date. Purchaser's defective returns will be limited to a maximum of 15% of the value of Purchaser's Product purchases within the same vendor code as the defective Product during the thirty (30) calendar days prior to the RMA date, less any prior defective returns during that period. Upon receipt of the defective Product for which the RMA was issued, Ingram may test the Products and may return to Purchaser, at Purchaser's expense, any Products found not to be defective. Upon verification that the returned Product is defective, Ingram may, at Ingram's sole discretion, either (i) repair the defective Product, (ii) ship Purchaser a replacement Product, or (iii) provide Purchaser a credit equal to the lesser of the Product's invoice price or current replacement value less any applicable charges or fees. Ingram reserves the right to require Purchaser to return defective Products directly to the manufacturer or publisher for replacement according to its defective Products return policy. Ingram shall not be obligated to repair, replace, or issue credit to Purchaser for Products rendered defective, in whole or in part, by causes external to the Products, including, but not limited to, catastrophe, power failure or transients, overvoltage on interface, environment extremes, improper use, maintenance or application of the Products or use of unauthorized parts. Purchaser shall bear all risks of loss when returning defective Products.

C. Damaged Product Returns - Damaged Product returns are only for Products purchased from Ingram and shipped by Ingram that are damaged in transit from Ingram to the Purchaser or from Ingram to the Purchaser's customer. Purchaser or Purchaser's customer shall refuse any Product delivered in damaged condition. If the Product is received in damaged condition, Purchaser shall notify Ingram and request an RMA within three (3) business days of the delivery order date of such Product. Failure to notify Ingram and request an RMA within such time shall be deemed an acceptance of the Product as of the date of shipment.

9. BILLING AND SHIPPING DISCREPANCIES

Billing and shipping discrepancies are for Products purchased from Ingram that were invoiced or shipped incorrectly. These include lost shipments, short shipments, wrong sales, wrong shipments and pricing/invoice errors. Purchaser may request an RMA for verified shipping discrepancies within three (3) calendar days of delivery of Products. In addition, Purchaser must notify Ingram of any billing discrepancies within three (3) calendar days of invoice date. Such notice shall be reasonably detailed and shall specify the discrepancy. Failure to give such notice within the time specified herein shall be deemed a waiver of Purchaser's rights to claim such discrepancy.

10. INDEMNIFICATION OBLIGATIONS OF PURCHASER

Purchaser will indemnify and hold harmless Ingram, its related corporations, officers, directors, shareholders, employees and agents from and against any and all third party claims, causes of action and other liabilities, including attorney's fees, arising out of or in connection with (i) Purchaser's use, marketing or sale of software licenses, Products and/or services; (ii) the negligence or misconduct of Purchaser and/or its employees, representatives, agents, contractors or customers; (iii) Purchaser's breach of this Agreement and (iv) any unauthorized representation, warranty or agreement, express or implied, made by Purchaser to any of its customers or any other third party with respect to software, Products and/or services. If vendor's intellectual property rights infringement indemnity and/or defense of actions is affected by any of the following, Purchaser shall fully indemnify and hold harmless Ingram from all suits, actions, losses and damages: (a) Purchaser's use of the Products after notification to discontinue use due to such a claim; (b) Purchaser combining the Products with non-vendor Products, data or business process; and/or (c) Purchaser altering the Product without vendor's written authorization.

11. PATENT AND TRADEMARK INDEMNITY

INGRAM SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS PURCHASER FROM AND AGAINST ANY OR ALL DAMAGES AND COST INCURRED BY PURCHASER ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR THE VIOLATION OF COPYRIGHTS BY PRODUCTS.

12. LIMITATION OF LIABILITY

INGRAM SHALL NOT BE LIABLE TO PURCHASER, PURCHASER'S CUSTOMERS, OR ANY OTHER PARTY FOR ANY LOSS, DAMAGE, OR INJURY THAT RESULTS FROM THE USE OR APPLICATION BY PURCHASER, PURCHASER'S CUSTOMER, OR

ANY OTHER PARTY, OF PRODUCTS DELIVERED TO PURCHASER. IN NO EVENT SHALL INGRAM BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, OR ANY AGREEMENT INTO WHICH THEY ARE INCORPORATED, OR ANY PERFORMANCE OR NONPERFORMANCE UNDER THESE TERMS AND CONDITIONS BY INGRAM, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, IN EXCESS OF THE NET PURCHASE PRICE OF THE PRODUCTS OR SERVICES ACTUALLY DELIVERED TO AND PAID FOR BY PURCHASER HEREUNDER. IN NO EVENT SHALL INGRAM BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF GOODWILL, LOSS OF ANTICIPATED PROFITS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH INGRAM'S BREACH OF, OR FAILURE TO PERFORM IN ACCORDANCE WITH ANY OF THESE TERMS AND CONDITIONS, OR THE FURNISHING, INSTALLATION, SERVICING, USE OR PERFORMANCE OF ANY PRODUCTS OR INFORMATION INGRAM SHALL PROVIDE HEREUNDER, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF SUCH DAMAGES. PURCHASER HEREBY EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR SUCH DAMAGES. IN NO EVENT SHALL INGRAM HAVE ANY LIABILITY FOR ANY PRODUCTS USED FOR AVIATION, MEDICAL, LIFESAVING, LIFE-SUSTAINING OR NUCLEAR APPLICATIONS.

13. TERMINATION

Only Ingram may terminate this Agreement, at will, at any time, without cause, by written notice to the Purchaser given not less than thirty (30) days prior to the effective date of such notice. Either party shall have the right to terminate this Agreement immediately for cause if: (i) the other party fails to perform any material term or condition of this Agreement and does not remedy the failure within thirty (30) days after receipt of written notice of such default given by the non-defaulting party, provided that such breach can be remedied; or (ii) the Purchaser breaches Clause 4; or (iii) due to the nature of the breach, such breach cannot be remedied. Upon termination of convenience by Ingram only, Ingram will fulfill any orders accepted by Purchaser prior to the date of termination. Purchaser will promptly remit to Ingram any and all amounts due and owing hereunder within two (2) weeks of the termination date.

14. COMPLIANCE TO U.S. EXPORT LAWS AND OTHER RELEVANT EXPORT CONTROL LAWS

Purchaser acknowledges and shall advise its customer that the Product, equipment, technology and/or software supplied hereunder may be subject to the controls of the United States Department of Commerce or other relevant export control laws, and that the Products may require authorization prior to export, re-export or transfer in-country. Specifically, Purchaser agrees that it will not directly or indirectly export, re-export, transfer in-country or otherwise distribute Products, or direct products thereof, in violation of any export control laws or regulations of the United States and Malaysia. Purchaser warrants that it will not directly or indirectly export, re-export or transfer in-country any Products with imputed knowledge or reasonable suspicion that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless Purchaser has obtained prior approval from the Department of Commerce or other relevant authority(ies). Purchaser further warrants that it will not export, re-export or transfer in-country directly or indirectly, any Products to embargoed countries or sell Products to companies or individuals listed on the Denied Order issued by the United States.

15. COMPLIANCE TO ANTI-CORRUPTION LAWS

Purchaser must comply with all applicable laws such as anti-corruption, money-laundering, privacy and anti-competition laws, including the U.S. Foreign Corrupt Practices Act and all laws in the country(ies) within which Purchaser operates. Purchaser and its owners, partners, shareholders, officials, directors or employees, or any of its representatives, has not made, and will not make, any direct or indirect payment, offer to pay, or authorization to pay, any money, gift, promise to give, or authorization of the giving, of anything of value to any government official, a political party or a party official, or any candidate for political office, or the immediate family of any such official or candidate, for the purpose of influencing an act or decision of the government or such individual in order to assist, directly or indirectly, Purchaser or Ingram in obtaining or retaining business, or securing an improper advantage. Purchaser will indemnify and hold Ingram harmless from and against any claims of any nature arising out of or relating to a violation of any of the stipulations of the prior paragraph.

15A. COMPLIANCE TO OTHER APPLICABLE LOCAL LAWS

Purchaser hereby gives Ingram consent to obtain and/or disclose any credit information as defined under all applicable local legislation relating to Purchaser ("Credit Information") from and/or to credit reporting agency, credit provider or any source deemed appropriate ("Relevant Parties") to verify Purchaser's credit history as Ingram and/or the Relevant Parties may deem fit under any applicable law, regulation, guidelines, regulatory requirement or directive in relation to Purchaser's credit application or transaction with Ingram for the following purposes (but not limited to):

- a) Opening of account;
- b) Credit evaluation;
- c) Credit/account review;
- d) Credit/account monitoring;
- e) Debt recovery purposes;
- f) Employment evaluation;
- g) Guarantor evaluation, scoring, review; and
- h) Legal documentation and/or action consented to a contract or facility granted

This consent shall remain applicable as long as Purchaser is maintaining an account/loan/credit/any transaction with Ingram. Purchaser shall indemnify Ingram and keep Ingram indemnified at all times against all actions, proceedings, costs, claims, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements on an indemnity basis) sustained, incurred or suffered by Ingram in respect of any breach by any Relevant Parties if the security, integrity and accuracy of Purchaser's credit information is compromised in any way whatsoever. Ingram does not accept any liability for errors, omissions, incomplete information or non-current Credit Information which Ingram may provide and/or receive from any Relevant Parties in the course of any dealings or transactions. Purchaser hereby further irrevocably agrees that Purchaser will upon notification by Ingram execute the necessary agreements, undertakings, consent letters and/or other documentation, as may be required by Ingram and/or the Relevant Parties to give effect to any applicable local legislation relating to provision of Credit Information. These includes but are not limited to instances where Purchaser has to directly provide Purchaser's consent to the Relevant Parties to disclose its/his/her Credit Information to the subscribers or other relevant parties. In addition, in order to facilitate Ingram and/or the Relevant Parties in efforts to investigate and resolve complaints and correction requests of the Credit Information, Purchaser shall promptly cooperate with Ingram upon request to provide any assistance, relevant documentation or information on the rectification and/or verification of any information and /or records when necessary. The Purchaser agrees to indemnify Ingram, successors and assigns, from and against any and all liens, damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defences, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including reasonable solicitor's fees, consultant's fees, expert's fees, disbursements and other costs of litigation) incurred or suffered by or asserted or awarded against Ingram arising by, from or out of, or caused by any breach or default of this clause.

Purchaser acknowledges that any personal data as defined under the applicable local legislation relating to Ingram's employees, agents or customers to whom Purchaser shall have access pursuant to this Agreement shall constitute confidential information within the purview of this Agreement. Purchaser shall promptly notify Ingram of all communications received by Purchaser from third parties relating to the said personal data which may result in non-compliance by Purchaser, Ingram and/or any other related person including communication from the data subject and regulatory bodies, and not to do anything or enter into any communication with such third party(ies) unless expressly authorised to do so by Ingram.

The Purchaser shall, at its own cost and expense, defend, indemnify and hold Ingram Micro, and its directors, officers, agents and employees harmless from and against any and all loss, claims, demands, actions, proceedings, damages, costs and liabilities which are brought against or incurred by Ingram Micro for violations of applicable anti-competition laws by Ingram Micro and/or the Purchaser; caused by or relating to any transaction undertaken or contemplated under this Agreement. Purchaser will fully and promptly participate and assist Ingram in any investigations or queries directed at Ingram by any applicable regulatory authorities in addition to making all books, records and employees available to assist Ingram.

16. RELATIONSHIP OF THE PARTIES

Purchaser's relationship with Ingram will be that of an independent contractor. Purchaser will not have, and will not represent that it has, any power, right or authority to bind Ingram, or to assume or create any obligation or responsibility, express, implied or by appearances, on behalf of Ingram or in Ingram's name, except as herein expressly provided. Nothing stated in these terms and conditions will be construed as constituting Purchaser and Ingram as partners, employer/employee, franchisor/franchisee, or principal/agent between the parties. Purchaser will make no warranty, guarantee or representation, whether written or oral, on behalf of Ingram or the manufacturer or publisher of the Products.

17. MANUFACTURER, PUBLISHER, AND SUPPLIER RESTRICTIONS

If authorization for resale is required by the manufacturer or publisher of any Product, then Ingram will not be obligated to sell such Product to Purchaser unless Ingram has received notification of such authorization from the manufacturer or publisher. All Products delivered to Purchaser hereunder may have additional restrictions on their use required by the manufacturer or publisher. Purchaser is solely responsible for ensuring its adherence to any and all such restrictions and requirements, including but not limited to signing contracts directly with the vendors, stipulating obligations required by the vendors in Purchaser's contracts with end-users, maintain accurate records of all licensed software/Products sold to end-users and causing end-users to sign any contracts with the vendors. If any supplier prohibits Ingram from selling specific Products to Purchaser, or requires Ingram to impose any sort of restrictions, then Ingram reserves the right not to sell such Products to Purchaser or implement the applicable restrictions upon the Purchaser.

18. CHOICE OF LAW/CHOICE OF FORUM

These terms and conditions (and any agreement into which they are incorporated) shall be construed, interpreted and enforced under and in accordance with the laws of Malaysia, excluding its conflicts or choice of law rule or principles which might refer to the law of another jurisdiction. Purchaser agrees to exercise any right or remedy in connection with these terms and conditions exclusively in, and hereby submits to the jurisdiction of Malaysia. The courts situated in Malaysia will have exclusive jurisdiction and venue over any dispute or controversy that arises out of these terms and conditions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these terms and conditions.

19. NOTICES

All notices, requests, demands, and other communications that either party may desire to give the other party must be in writing and may be given by (i) personal delivery to an officer of the party, (ii) mailing the same by registered or certified mail, return receipt requested, or via nationally recognized courier services to the party at the address of such party as set forth herein, at the official corporate address of such party, or such other address as the parties may hereinafter designate, or (iii) facsimile subsequently to be confirmed in writing pursuant to item (ii) above. Notices to Ingram shall be sent to: Ingram Micro Malaysia Sdn Bhd, Lot 4A, 4th Floor, Wisma Academy, Jalan 19/1, 46300 Petaling Jaya. Attn: Legal Department.

20. BINDING EFFECT/ASSIGNMENT

These terms and conditions shall be binding upon and shall inure to the benefit of the parties hereto and their respective representatives, successors and permitted assigns. Neither party may assign its rights and/or duties under these terms and conditions without the prior written consent of the other party given at the other party's sole option. Any such attempted assignment shall be void. Notwithstanding the foregoing, Ingram may assign any purchase order received from Purchaser to a subsidiary or affiliate upon notice to Purchaser.

21. PARTIAL INVALIDITY

If any provision of these terms and conditions shall be held to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

22. NO WAIVER

Failure or delay of Ingram to exercise a right or power under these terms and conditions shall not operate as a waiver thereof, nor shall any single or partial exercise of a right or power preclude any other future exercise thereof.

23. CAPTIONS

The captions used herein are for reference purposes only and shall have no effect upon the construction or interpretation of any provisions herein.

24. GENERAL

These terms and conditions, as published on Ingram's Web site located at <http://my.ingrammicro.com> at the time of sale, are the official terms and conditions of sale between Ingram and Purchaser and may be amended from time to time without prior notice at Ingram's sole discretion.

Documents/Financial statement attached?

1. Your latest financial statement (Balance Sheet and Income Statement) must accompany this application if request is for credit term.
If unaudited, owner/responsible officer must sign and date each financial statement.
2. Copy of your business registration certificate or license, M & A, Form 24 & Form 49.
3. Copy of your latest 3 months Bank Statement.

Declaration

Any pending litigation against the company?

Yes

No

Brief description: _____

Date of legal action taken: _____

This application is submitted to Ingram Micro Malaysia Sdn Bhd (IMMY), to obtain trade credit. Customer agrees to make payment in full to IMMY for all amounts due accordingly. Customer agrees to pay IMMY interest, an amount equal to 1.5% per month or the maximum provided by law (whichever is lesser), for invoice amounts that are past due.

In the event that IMMY should commence legal actions, or otherwise seek to enforce this agreement against the customer, customer agrees to compensate IMMY for reasonable fees, court costs and other expenses incurred to recover the amounts owed.

I hereby certify that all products purchased from Ingram Micro Malaysia Sdn Bhd are for resale to end users (who purchase for internal use) in the country(ies) as authorized by the manufacturer or publisher of the Product only.

Dated this _____ day of _____ 20 _____

Signature / Name of Director / Owner

THIS DEALER/CREDIT APPLICATION FORM MUST BE SIGNED BY THE REGISTERED DIRECTOR OF THE COMPANY OR THE LEGAL OWNERS OF THE BUSINESS. THE SIGNING OF THIS APPLICATION FORM WOULD CONSTITUTE ACCEPTANCE OF THE TERMS AND CONDITIONS OF SALES, A COPY OF WHICH IS ENCLOSED.

Mail the original form to:

Ingram Micro Malaysia Sdn Bhd

Lot 4A, 4th Floor, Wisma Academy

Jalan 19/1

46300 Petaling Jaya

Attention : _____

(Ingram Micro's Sales Rep)

Fax No:

Retail & Supplies: 603 - 7954 8799

BDT/ENT/SI: 603 – 7958 6700 / 6800



ONLINE REGISTRATION FORM

Thanks for your interest in our e-commerce site my.ingrammicro.com. Kindly **TYPE** this form in **BLOCK LETTERS** (except your default e-mail address) chop sign and return it via fax to our Sales Department at +603-7958 6700/6800 Correct & complete filled form received by our Sales Department will be processed within 3 working-days.

| | | | |
|--------------|----------------------|---------|----------------------|
| COMPANY NAME | <input type="text"/> | | |
| ADDRESS | <input type="text"/> | | |
| CITY | <input type="text"/> | STATE | <input type="text"/> |
| POSTCODE | <input type="text"/> | COUNTRY | <input type="text"/> |

ADMINISTRATOR INFORMATION (FULL ACCESS RIGHTS)

| | | | |
|----------------|----------------------|-------------|----------------------|
| FIRST NAME | <input type="text"/> | LASTNAME | <input type="text"/> |
| IC NO | <input type="text"/> | DESIGNATION | <input type="text"/> |
| TEL (O) | <input type="text"/> | TEL (H/P) | <input type="text"/> |
| E-MAIL ADDRESS | <input type="text"/> | | |

FOR OFFICE USE

| | | | |
|---------------|----------------------|----------------|----------------------|
| DATE RECEIVED | <input type="text"/> | SAP BP # | <input type="text"/> |
| SALES PERSON | <input type="text"/> | DATE PROCESSED | <input type="text"/> |

ACKNOWLEDGE BY DIRECTOR,

(Please chop sign by business owner or company director)

| | |
|-------------|----------------------|
| NAME | <input type="text"/> |
| DESIGNATION | <input type="text"/> |
| DATE | <input type="text"/> |

INGRAM MICRO MALAYSIA SDN BHD (175932-M)

Sales & Marketing Office : Lot 4A, 4th Floor, Wisma Academy, Jalan 19/1, 46300 Petaling Jaya, Selangor.
Operation Office : Lot 11, Jalan 225, Section 51A, 46100 Petaling Jaya, Selangor.
Penang Office : 101-10-05, 06, 07 & 08, 10th Floor Menara Perdana, Jalan Gurdwara, 10300 Penang.
Johor Office : No. 22 & 22-1, Jalan Molek 1/28, Taman Molek, 81100 Johor Bahru, Johor.
Kuantan Office : B12, 1st Floor, Jalan Seri Kuantan 2, 25050 Kuantan, Pahang.
Kuching Office : SL 14, 15 & 16, Star Point Angle Commercial Centre, Jalan Stutong, 93350 Kuching, Sarawak.
Kota Kinabalu Office : 6cf03, 6cf03(b), 6cf04, 6th floor, Block C, Kompleks Karamunsing, 88300 Kota Kinabalu, Sabah.

Phone : (03) 7952 8188 Fax : (03) 7958 6700 / 6800
Phone : (03) 7960 2199 Fax : (03) 7960 0199
Phone : (04) 226 8099 Fax : (04) 227 6099
Phone : (07) 351 1998 Fax : (07) 351 1988
Phone : (09) 514 4089 Fax : (09) 514 4064
Phone : (082) 453 499 Fax : (082) 456 316
Phone : (088) 251 825 Fax : (088) 251 845