

TERMS AND CONDITIONS OF INDUSTRIAL HIRE PURCHASE AGREEMENT ([VERSI BAHASA MALAYSIA](#))

The Hong Leong Industrial Auto Financing facility is granted to the Hirer described in Part I of the Industrial Hire Purchase Agreement by HONG LEONG BANK BERHAD a company incorporated in Malaysia with its registered address at Level 30, Menara Hong Leong, No. 6, Jalan Damanlela, Bukit Damansara, 50490 Kuala Lumpur (hereinafter called 'the Owner' which expression shall where the context so admits include its successors and assigns) in respect of the goods hereunder ("Goods") and upon the terms and conditions of the Industrial Hire Purchase Agreement as follows ("Agreement"). The hiring of the Goods upon the terms and conditions set out in this Agreement shall commence on the date of disbursement of the industrial hire purchase facility and as stated in the Appendix.

1. HIRER'S REPRESENTATIONS AND WARRANTIES

The Hirer hereby represents and warrants to the Owner as follows:

- (a) On signing the Agreement the Hirer shall pay the Owner the Deposit specified in the Appendix (which shall include the Dealer's trade-in allowance if any) in consideration of the option to purchase contained in clause 4 (e) hereof;
- (b) That the deposit was so paid or provided by the Hirer in a form and manner constituting a valid deposit at law;
- (c) Punctual payment of each monthly instalment as set out in the Appendix shall be of the essence of this Agreement and the Hirer shall be deemed to have repudiated this Agreement if any instalment or part thereof shall remain unpaid for more than twenty-one (21) days after becoming due provided always that the Owner shall be entitled to appropriate first from any payment or payments received from the Hirer any sum of sums due from the Hirer under clause 2(f), 2(m), 2(q) and 2(r) herein notwithstanding that any such payment or payments may be made by way of or the Hirer may purport to appropriate them as a payment or payments of instalments. The rights given by this clause shall be without prejudice to any other rights conferred upon the Owner by this Agreement or by the common law in the event of any default by the Hirer of any sums due under clauses 2(f), 2(m), 2(q) and 2(r) herein.

2. HIRER'S OBLIGATIONS

The following sets out the Hirer's obligations under this Agreement:-

- (a) to keep the Goods in good order repair and condition provided that the Hirer shall be prohibited from creating any lien or pledging the Owner's credit for the repair of the Goods or for any other purpose or thing whatsoever and the Hirer shall notify all persons concerned of this prohibition. If the Hirer creates or attempts to create any lien over the Goods then the hiring hereunder shall automatically terminate and the Hirer shall no longer be in lawful possession of the Goods;
- (b) to indemnify the Owner against destruction damage to or loss (including seizure, confiscation, forfeiture) of the Goods or any part thereof;
- (c) not (without the Owner's consent in writing) to sell assign transfer pledge mortgage underlet or otherwise deal with or part with possession of the Goods or any interest therein or the option to purchase or the benefit of this Agreement nor to conceal the Goods or attempt to do so;
- (d) not to remove, alter, erase, conceal, deface or otherwise interfere with or suffer or permit any person to alter erase conceal deface or otherwise interfere with any identifying number or mark upon the Goods or any part thereof;
- (e) to forthwith insure and during the currency of this Agreement to keep insured the Goods with an insurance company approved by the Owner under a fully comprehensive policy in the Owner's name as owner and in the Hirer's name as hirer for an amount equal to the full replacement value of the Goods against fire, accident, theft, collision, riot, commotion and any other risks as the Owner may from time to time specify and subject to such terms and conditions as the owner would require if the owner was arranging the insurance in particular a provision stating that any monies payable to the Hirer under the policy shall be paid to the Owner;
- (f) the insurance policy together with receipts for premiums payable thereunder shall during the currency of this Agreement be delivered into the Owner's custody if the Owner so requires. If the Hirer fails to keep the Goods insured as required by the Owner with a licensed company or to pay any premium when due, the Owner shall, in addition to any of the Owner's rights hereunder be at liberty to effect the insurance and to pay any premium thereon and the Hirer agrees to reimburse

the Owner any expenses and charges incurred thereby by the Owner and further agrees that until paid such expenses and charges shall be subject to interest at the rate set out in clause 2(q) herein;

- (g) to hereby irrevocably authorise the Owner to recover and/or compromise in the Hirer's or the Owner's name any claim for loss or damage under the relevant insurance policy and to receive all monies payable thereunder and to give to the insurers a good receipt and discharge for the same;
- (h) during the hiring not to change the insurers for the Goods without the prior written consent of the Owner;
- (i) any insurance monies received shall first be applied in paying to the Owner the unpaid balance of the hire purchase price and any other sums due from the Hirer under the Agreement with the Hirer remaining liable to pay to the Owner any deficit which may remain for the loss, destruction or damage in respect of which the insurance monies were paid. If after application of the said insurance monies any part of the hire purchase price or any sums due from the Hirer under the Agreement shall remain unpaid, the same shall forthwith become payable by the Hirer and thereupon this Agreement shall come to an end. Subject as aforesaid the loss, seizure, confiscation, forfeiture, theft, destruction of or damage to the Goods shall not discharge the Hirer's liability to pay all sums due under this Agreement;
- (j) not to do anything which may prejudice at any time any insurance cover over the Goods;
- (k) not to use or permit the Goods to be used for any purpose not permitted by the terms and conditions of the insurance policy or in contravention of any statute, ordinance, enactment, regulation or law for the time being in force by reason whereof the Goods may become liable to seizure, confiscation or forfeiture or whereby the Owner may become liable to or exposed to any penalty;
- (l) to produce on request by the Owner the Goods for inspection or test by the Owner or the records or receipts relating to the payment of rent of any premises on which the Goods may be housed or sheltered;
- (m) to comply with all proper obligations relating to the Goods or their possession or use and not to do or suffer to be done anything with regard to the Goods which would in any way prejudice the Owner's rights hereunder and to repay to the Owner any moneys it may properly expend to make good any failure by the Hirer to comply with any such obligation;
- (n) that it is the Hirer's obligation to obtain delivery of the Goods;
- (o) that the Owner may from time to time by notice in writing to the Hirer change the address at which instalments are to be paid;
- (p) that any sums payable under this Agreement to the Owner sent by post shall be at the Hirer's risk and shall be free of exchange charges. Payment by cheque of any sums payable under this Agreement shall only be credited to the Hirer's account after clearance of such cheques;
- (q) Without prejudice to any of the Owner's rights hereunder to pay interest at annual percentage rate plus one percentage point calculated on a daily basis on any monies payable hereunder which may from time to time be overdue until such monies are paid to the Owner;
- (r) To pay to the Owner on demand all expenses (including legal fees and expenses on a full indemnity basis) incurred by or on behalf of the Owner in ascertaining the Hirer's whereabouts or the whereabouts of the Goods or in taking steps to take possession of the Goods or in applying for or attempting to enforce payment of any sums payable by the Hirer to the Owner under this Agreement. The payment of such costs and expenses by the Hirer shall be a condition precedent to any reinstatement of this Agreement and in default of payment thereof prior to reinstatement of the Agreement the Owner shall be entitled to resume possession of the Goods by reason of such non-payment notwithstanding any tender by the Hirer of arrears of monthly instalments and interest on overdue monthly instalments;
- (s) That the Owner shall not be responsible for any property or articles alleged by the Hirer to have been left in repossessed or returned Goods and that in the event of any such property or article being found in such repossessed or returned Goods unless it is collected by the Hirer within one month of the Owner handing the Hirer or the Owner posting to the Hirer at his last known address written notice of the Owner's intention to sell such property or article the same may be sold by the Owner after such period of one month and the net proceeds credited to the Hirer's account;

- (t) That the Owner on notice to the Hirer beforehand may enter on any premises where it believes the Goods are located or on any premises occupied by the Hirer for the purpose of inspecting and/or testing the Goods or repossessing the Goods or serving any notice or demand in relation to the Goods;
- (u) Upon the Owner becoming entitled to immediate possession of the Goods to deliver up possession of the Goods to the Owner at its address upon service on the Hirer of any notice or demand by the Owner for possession of the Goods;
- (v) No relaxation forbearance delay or indulgence by the Owner in enforcing any of the terms and conditions of this Agreement or the granting of time by the Owner to the Hirer shall prejudice affect or restrict the rights and powers of the Owner hereunder nor shall any waiver by the Owner of any breach hereof operate as a waiver of any subsequent or any continuing breach hereof.

3. **TERMINATION / BREACH**

- (a) The Hirer may at any time terminate the hiring and the Agreement by returning the Goods to the Owner at the Owner's place of business. Provided however, that notwithstanding such termination the Hirer shall remain, liable to pay the Owner the sums stated in clause 3(c) and 3(d) herein;
- (b) If during the hiring :-
 - i. The Owner ascertains that the Hirer has made a false statement in or in relation to his offer; or
 - ii. The Hirer breaches or fails to perform any of the Hirer's obligation under the terms and conditions in this Agreement including default in payment of instalments or of any other sums due under this Agreement; or
 - iii. The Owner is notified or becomes aware of any laws or regulatory requirements which prohibits or makes it illegal to maintain the Agreement or for Hirer to continue to execute the Agreement; or
 - iv. If the Owner decides or has reasons to believe that the Hirer is directly or indirectly involved in, or that the Goods in this Agreement are being directly or indirectly used for or in connection with, any illegal, sanctioned or suspicious activities (including but not limited to money laundering, terrorism financing, activities related to dangerous drugs, dealing with sanctioned persons or entities (whether as principal or agent) and tax crime; or
 - v. There is a material change in any applicable law or regulation or circumstances which in the opinion of the Owner has an adverse impact on the Hirer's ability to perform the Hirer's obligations hereunder or is likely to be detrimental to the Owner; or
 - vi. The Hirer has been convicted by any court of a criminal offence; or
 - vii. The Hirer makes default in due payment of any sum payable under this Agreement; or
 - viii. The Hirer commits or suffers to be committed any breach of any other term or condition of this Agreement; or
 - ix. Any cheque given by the Hirer to any person as payment or part payment of the deposit is dishonoured or any goods traded in by the Hirer are found not to be his absolute unencumbered property; or
 - x. Execution or distress is levied against the Hirer or his Goods; or
 - xi. The Hirer commits any act of bankruptcy or has a receiving order made against him or if a liquidator or trustee shall be appointed of any portion of his estate or effects or if he shall convene any meeting of creditors or make a deed of assignment or arrangement or compound with his creditors or (being a company) shall pass a resolution for winding-up or have a petition for winding-up presented or have a receiver appointed or die; or
 - xii. The Hirer does any act or thing which in the Owner's opinion may prejudice or jeopardise its ownership of the Goods; Then in each and every such event the Owner shall forthwith become entitled to immediate possession of the Goods and if the Owner sees fit the Owner may:
 - a) Without prejudice to the Owner's claims for all sums due under this Agreement forthwith terminate the hiring and retake possession of the Goods;
 - b) Alternatively, by written notice sent to or left at the Hirer's last known address forthwith and for all purposes absolutely determine and end this Agreement and the hiring thereby constituted and thereupon the Hirer shall no longer be in possession of the Goods with the Owner's consent.
- (c) In the event of termination of this Agreement by either party the Hirer shall forthwith deliver to the Owner the Insurance Policy and Certificate of Insurance and Vehicle Ownership Certificate (if any) relating to the Goods and the Hirer shall upon demand pay to the Owner:
 - i. Any arrears of instalments accrued as at the date of termination;

- ii. Any sums other than instalments which may have become payable under this Agreement;
 - iii. All costs and expenses incurred by the Owner (including legal costs on a full indemnity basis) in tracing and/or endeavouring to resume possession of the Goods or in applying for or attempting to enforce payment of any sums payable by the Hirer to the Owner under this Agreement; and
 - iv. The amount of the Owner's loss on the transaction which loss is hereby agreed as being the difference between on the one hand the hire purchase price of the Goods and on the other hand the aggregate of (a) the net proceeds of sale of the Goods if repossessed and sold (b) the sums previously paid by the Hirer by way of deposit and instalments and (c) a discount for the acceleration of payment computed according to the direct ratio or "rule of 78" method. (The net proceeds of sale shall mean the sale price less the cost and expenses of repossession, storage and sale and any sums expended by the Owner in putting the Goods into good order and repair for purposes of such sale.)
- (d) If the Owner shall be unable or unwilling to resume possession of the Goods the Owner shall be entitled at its option in lieu of resuming possession of the Goods to recover on demand from the Hirer the balance of the hire instalments which would have been payable by the Hirer to complete the purchase of the Goods if this Agreement had not been terminated less a discount (if any) for the acceleration of payment computed according to the direct ratio or rule of 78 method.

4. OWNER AND HIRER'S RIGHTS AND COVENANTS

- (a) The Hirer agrees that the Owner does not supply the Goods with or subject to any condition or warranty express or implied, statutory or otherwise, as to quality description fitness age or otherwise, and that the Owner is and shall be bound only by the terms of this Agreement notwithstanding any representation proposal or arrangement that may have been made or suggested orally or in writing by any person prior to the signing hereof and the Hirer agrees and declares that he has examined the Goods and found them free from all defects. It is further agreed and declared that the Goods are not supplied subject to any condition or warranty that they are fit for any particular purpose and the Hirer admits that this provision has been brought to his notice by the Owner and made clear to him. This Agreement contains the whole contract between the Owner and the Hirer and no variation of the terms thereof shall be valid or binding on the Owner unless its consent in writing to such variation shall first have been obtained;
- (b) The Hirer acknowledges that he has inspected the Goods and that at the time of his inspection the cash price was clearly stated;
- (c) If the Goods consist of machinery or industrial plant or equipment the Owner may if it so desire place upon any part thereof a name plate or any other method of identification publicly proclaiming the Goods to be its property;
- (d) If the Goods require to be installed or erected in or upon or in any way attached or fixed to any premises the Hirer shall not without the Owner's previous written consent create any Charge or any other encumbrance (either legal or equitable) upon such premises, and such consent (if any) shall in each and every case be deemed to be given subject to an express condition precedent that such Charge or other encumbrance shall contain on the part of the Chargee or other persons entitled to the benefit thereof (hereinafter collectively referred to as "the Chargee") a declaration that so long as the Goods shall remain the Owner's property the Chargee shall neither have nor acquire any rights whatsoever in respect thereof notwithstanding that the Goods may be or become of the nature of a fixture or fixtures;
- (e) If the Hirer pays all sums due or payable under this Agreement including the initial deposit for the option to purchase and the monthly instalments for the hiring and has strictly performed and observed all the terms and conditions of this Agreement the Hirer may exercise the option to become the owner of the Goods and the Owner will assign and make over all its rights and interest in the Goods to the Hirer but until all such payments as aforesaid have been made and the said terms and conditions have been performed the Goods shall remain the Owner's absolute property and the Hirer shall not have any right or interest in the same other than that of Hirer under this Agreement. In particular and without prejudice to the foregoing the Hirer shall not represent or hold himself out as or do or suffer anything to be done whereby the Hirer may be reputed to be the owner, of the Goods and any implied consent of the Owner's is also hereby expressly excluded;

- (f) The Owner shall be entitled to assign its rights, benefits and interest under this Agreement;
- (g) It is hereby agreed and declared:-
 - i. that the terms and conditions contained in this agreement in favour of the Owner shall be in addition to and not in substitution for the terms and conditions implied in favour of the Owner under a hire purchase agreement at common law except in so far as such implied terms and conditions are inconsistent with the terms and conditions of this Agreement;
 - ii. that no dealer or supplier through whom this Agreement was negotiated or by whom the Goods were supplied or any person in the employ of any such dealer or supplier is or is to be deemed the agent of or acting on behalf of the Owner for any purpose and no liability is to be attached to the Owner for any conditions warranties or representations made by such dealer or supplier or person in the employ of such dealer or supplier.

5. NOTICES AND LEGAL PROCESS

- (a) All notices and/or communications to be given by the Owner to the Hirer including any demand for any dues under this Agreement may be effected through the following means or such other means as the Owner deems appropriate:-
 - i. personal delivery or ordinary post at the Hirer's last known place of residence or business in the Owner's records. Notices and/or communications shall be deemed delivered (where delivered personally) at the time of personal delivery or (where sent by post) five (5) days after posting;
 - ii. where sent by facsimile transmission, on the date of dispatch subject to confirmation that the full document is transmitted successfully;
 - iii. by general notice issued by way of advertisement posted at the Owner's branches' premises and/or website and such notice shall be deemed effective from the date of such notice is made available on the date specified in the notice;
 - iv. by electronic mail ("e-mail") sent to the Hirer's last known e-mail address in the Owner's records and/or to the Hirer's and/or Guarantor's Hong Leong Connect Inbox (if any). Any notice sent via e-mail or to Connect Inbox shall be deemed received twenty-four (24) hours after sending;
 - v. by short messaging system ("SMS") to the Hirer's and/or the Guarantor's (if any) last known mobile phone number(s) in the Owner's records;
- (b) Any Writ of Summons or other originating process against the Hirer shall be deemed to have been served if served on the Hirer personally or sent to the Hirer by registered post at the address stated in this Agreement or at the Hirer's last known place of residence or business in the Owner's records. Any such service sent by registered post shall be deemed to have been received by the Hirer five (5) days after such posting;
- (c) A certificate signed by any officer employed by the Owner as to the amount due from the Hirer under this Agreement at the date of such certificate shall be prima facie evidence that the amount so certified was in fact due from the Hirer at the date of such certificate.
- (d) In relation to the Hirer, the Hirer further agrees that this Agreement and all other documents required by law to be served on the Hirer may be sent by electronic means to the Hirer's last known e-mail address in the Owner's records which shall constitute good and valid service of such documents on the Hirer.

6. CONSENT TO DOCUMENTS IN ELECTRONIC FORM

The Hirer hereby consents to the use and provision of this Agreement and all other documents related to the hire purchase facility herein in electronic form.

7. INTERPRETATION

In this Agreement, where the context so admits:

- (a) words importing the masculine gender only shall include the feminine and neuter genders and vice versa;
- (b) words importing the singular number also include the plural number and vice versa;
- (c) where there are two or more persons included in the expression "the Hirer" they shall be deemed to be jointly and severally liable under the terms of this Agreement;
- (d) the headings and sub-headings to the clauses and sections of this Agreement are inserted for purposes of convenience and shall not be deemed to be a part hereof or be taken into consideration in the interpretation or construction of this Agreement;

- (e) any reference to the provision of any legislation includes any statutory modification or re-enactment thereof;
- (f) any reference to "this Agreement" shall include all amendments, additions or supplementary agreements made hereafter or from time to time between the Hirer and the Owner.

8. BINDING EFFECT

- (a) This Agreement shall be binding upon the heirs, liquidators, receivers, representatives, permitted assigns and successors-in-title of the Hirer and enforceable by the Owner's successors-in-title and assigns;
- (b) Notwithstanding the provisions of Section 15 of the Civil Law Act 1956 (or any modifications thereto) or the occurrence of events which may cause the non-performance or the non-completion of this Agreement or which otherwise may render this Agreement impossible to perform for any reason whatsoever, the Hirer agrees that the Hirer shall continue to be bound by the provisions of this Agreement.

9. TAXES

- (a) The fees and all other monies to be paid by the Hirer to the Owner under this Agreement, including any amount representing reimbursements to be paid by the Hirer to the Owner, is exclusive of any Tax, and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding;
- (b) In the event the Hirer is required by law to make any deduction or withholding from the fees and/or all other monies payable to the Owner under this Agreement in respect of any Tax or otherwise, the sum payable by the Hirer in respect of which the deduction or withholding is required shall be increased so that the net fees and/or the net amount of monies received by the Owner is equal to that which the Hirer would otherwise have received had no deduction or withholding been required or made;
- (c) The Hirer shall in addition to the fees and all other monies payable, pay to the Owner all applicable Tax at the relevant prevailing rate and/or such amount as is determined by the Owner to cover any Tax payments/liabilities/obligations in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, apart from any Taxes which may be required under any laws to be paid by the Hirer directly to any Appropriate Authority, which the Hirer shall remit directly to the Appropriate Authority;
- (d) If at any time an adjustment is made or required to be made between the Owner and the relevant taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with this agreement by the Owner, a corresponding adjustment may at the Owner's discretion be made as between the Owner and the Hirer and in such event, any payment necessary to give effect to the adjustment shall be made;
- (e) All Tax as shall be payable by the Hirer to the Owner as herein provided shall be paid at such times and in such manner as shall be requested by the Owner;
- (f) The Hirer hereby agrees to do all things reasonably requested by the Owner to assist the Owner in complying with the Owner's obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in this Agreement, the Hirer agrees to provide its fullest cooperation to the Owner in assisting the Owner in complying with the Owner's obligations under the relevant laws;
- (g) For the avoidance of doubt, the parties agree that any sum payable or amount to be used in the calculation of a sum payable expressed elsewhere in this agreement has been determined without regard to and does not include amounts to be added on under this clause on account of Tax;
- (h) For the purpose of this Clause 9:
"Tax" means any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any Appropriate Authority, including, without limitation, any consumption tax and other taxes by whatever name called, and any interest, fines or penalties in respect thereof.
"Appropriate Authority" means any government or taxing authority."

10. SEVERANCE

Any term, condition or provision contained herein which is illegal, void, prohibited or unenforceable

shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability only without invalidating the remaining provisions hereof.

11. VARIATION TO THE TERMS AND CONDITIONS

The provisions and terms of this Agreement may at any time and from time to time be varied or amended by the Owner, by giving twenty-one (21) days written notice to Hirer before the variation takes effect. Such amendments and variations shall be deemed to become effective and the relevant provisions of this Agreement shall be deemed to have been amended or varied accordingly and shall be read and construed as if such amendments and variations have been incorporated in and formed part of this Agreement at the time of execution hereof Provided always that where any of the provisions in this Agreement or the law do permit unilateral variation or amendment by the Owner, such variation or amendment may still be effected by the Owner unilaterally.

12. STATEMENT OF ACCOUNT

- (a) A statement issued by the Owner and signed by any of the Owner's officers at any time as to the amount of instalment, the number of instalments, total amount of terms charges, rate of terms charges and overdue interest chargeable ("Indebtedness") shall, save for manifest errors, be final and conclusive;
- (b) If the Hirer fails to notify the Owner of any disputes/discrepancies in the statement within twenty-one (21) days from the date of the statement, then the Hirer will be deemed to have conclusively accepted the contents of the statement as correct;
- (c) It is hereby agreed that any admission or acknowledgement in writing by the Owner or by any person authorised on the Owner's behalf or a certificate or statement in writing showing Indebtedness of the Hirer under this Agreement duly certified or signed by any of the Owner's officer shall be binding and be of conclusive evidence against the Hirer and Guarantor including as being conclusive evidence of the Indebtedness in a Court of law.

13. CONSENT TO DISCLOSURES

In addition to the permitted disclosures provided under Schedule 11 of the Financial Services Act 2013, the Hirer irrevocably authorizes and permits the Owner, its officers and employees to disclose and furnish all information concerning the Indebtedness under this Agreement, the Goods, present and future accounts of the Hirer and any other matters relating to the Hirer's business and operations to:

- (a) other financial institutions granting or intending to grant any credit facilities to the Hirer, the Central Credit Bureau or any other central credit bureau established by Bank Negara Malaysia ("BNM"), Cagamas Berhad, Credit Guarantee Corporation, any other relevant authority as may be authorized by law to obtain such information or such authorities/agencies established by BNM or any agency established by the Association of Banks in Malaysia and/or Financial Information Services;
- (b) any current or future corporation which may be associated with or related to the Owner (as defined in the Companies Act 2016), including representative and branch offices and their respective representatives as well as subsidiaries of the Owner's holding company;
- (c) the Security Parties or any party intending to provide security in respect of the Indebtedness;
- (d) the Owner's auditors, solicitors and/or other person, agents or organization in connection with the recovery of moneys due and payable hereunder;
- (e) the Owner's professional advisers, service providers, nominees, agents, contractors or third party service providers who are involved in the provision of products and services to or by the Owner and the Owner's related or associated companies;
- (f) any person or organization for the purpose of collecting and recovering for and on the Owner's behalf any sums of money owing to the Owner from the Hirer and/or the Guarantor.

The Hirer hereby irrevocably consents to such disclosure and confirms that the Owner, its officers and employees shall be under no liability for furnishing such information or for the consequences of any reliance which may be placed on the information so furnished in accordance with this Agreement.

14. NO WAIVER

- (a) No waiver by the Owner of any breach by the Hirer shall be deemed as a waiver of any continuing or recurring breach. No forbearance, delay, time or other indulgence granted by the Owner shall affect the Owner's strict rights under this Agreement;
- (b) The Owner's acceptance of late payments or partial payments marked as constituting payment in

full or any waiver by the Owner of its rights or indulgence granted to the Hirer shall not operate to prevent the Owner from enforcing any rights under this Agreement to collect the amounts due hereunder nor shall such acceptance operate as consent to the modification of this Agreement in any respect;

- (c) No failure to exercise and delay in exercising on the part of the Owner of any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof for the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

15. CONSENT TO PROCESSING PERSONAL DATA

- (a) The Hirer hereby agrees and consents to the holding, collection and use of all personal data provided to the Owner by the Hirer and/or acquired by the Owner from the public domain, as well as personal data that arises as a result of the provision of services to the Hirer in connection with the Indebtedness under this Agreement in accordance with the Owner's Privacy Notice as may be amended from time to time.

"Privacy Notice" means the Owner's policies and principles pertaining to the collection, use and storage of personal information of existing and prospective individuals and entities dealing with the Owner as may be amended from time to time and made available at the Owner's website or in such manner as the Owner deems appropriate from time to time;

- (b) The Hirer hereby represents and warrants that the Hirer has obtained the consent of all persons named in the Hirer's application for the Indebtedness under this Agreement or such other document submitted to the Owner in support of such application and/or their authorized representatives, including but not limited to the directors, shareholders, authorized signatories or such other persons as specified by the Owner ("Relevant Data Subjects"), for the Owner's collection, holding and use of the personal information of the Relevant Data Subjects in accordance with the Bank's Privacy Notice as may be amended from time to time.

16. RECORDS

Hirer hereby acknowledges and agrees that the Owner's records stored in any form or manner can be used as evidence in any court proceedings as proof of its contents. Hirer agrees that such records shall be final and conclusive of the information contained therein save in the case of manifest or clerical error.

17. TIME

Time wherever mentioned in this Agreement shall be the essence of this Agreement.

18. ASSIGNMENT

The Owner shall be entitled, with seven (7) days prior notice to the Hirer, to assign all or any part of the Owner's rights, interest and benefit in or pursuant to this Agreement and or in the Goods including but not limited to the license conferred on the Owner, its employees, its representatives and/or its agents to enter upon land or premises to inspect and/or repossess the Goods and/or sell the Hirer's Indebtedness under this Agreement in the event the account in respect of the Indebtedness has been classified as delinquent or impaired by the Owner to such third party as the Owner deems fit.

19. CONNECTED PARTIES

To enable the Owner to comply with the Financial Services Act 2013 ("FSA") and the BNM Guidelines on Credit Transactions and Exposures with Connected Parties ("Guidelines"), the Hirer shall declare to the Owner whether the Hirer is a connected party under the Guidelines, which includes but is not limited to a spouse, child, parent or financial dependant of the Owner's Director, Executive Officer or credit-approving/appraising/reviewing officer or in the case of a corporate/business-customer, includes an entity controlled by such abovementioned persons of the Owner's. If at any time the Hirer becomes a connected person, the Hirer must notify the Owner immediately. Owner reserves the right to terminate this Agreement in the event the Hirer fails to make the appropriate or correct declaration resulting in the Owner contravening the FSA or the said Guidelines.

20. ENTIRE AGREEMENT

This Agreement comprises the Industrial Hire Purchase Agreement consisting of Parts I to V, these Terms and Conditions and the attached Appendix, as may be varied and/or supplemented by mutual written agreement of the parties, all of which shall be read and construed as a single integrated document.

21. **APPOINTMENT OF AGENT**

In amplification and not in derogation of the Owner's rights under this Agreement, the Owner shall have the right to appoint an agent of its choice to collect all and any sums due to the Owner from the Hirer under this Agreement provided always seven (7) days prior written notice is delivered to the Hirer in the manner prescribed in Clause 5 herein.

22. **SECOND-HAND GOODS DECLARATIONS & INDEMNITY**

Where the Goods in Part II of the Agreement are stated to be Second-Hand, all conditions and warranties as to quality and as to fitness and suitability are expressly negated and the Hirer hereby acknowledge that the statement that the goods are Second-Hand and that such conditions and warranties are expressly negative have been brought to its notice.

23. **APPLICABLE LAW / SUBMISSION TO THE JURISDICTION**

This Agreement shall be governed by the laws of Malaysia and the Hirer hereby agrees to submit to the non-exclusive jurisdiction of the Courts of Malaysia and to waive any objection on the grounds of venue or that the forum where the dispute is heard is not a convenient forum or similar grounds.

24. **ANTI-BRIBERY, ANTI-CORRUPTION AND WHISTLEBLOWING UNDERTAKINGS**

(a) For the purposes of this Clause 24, the following terms and expressions shall have the meanings specified below:

"ABC Policy" means the HLBG Anti-Bribery and Corruption Policy which is available at the website of Hong Leong Bank Berhad or Hong Leong Islamic Bank Berhad.

"Anti-Bribery Laws" means the Malaysian Anti-Corruption Commission Act 2009 as amended from time to time, and the rules and regulations issued thereunder, and any other applicable laws, statutes, regulations, rules and orders that relates to bribery or corruption.

"HLBG" means Hong Leong Bank Berhad and/or its subsidiaries.

"HLBB/HLISB Whistleblowing Policy" means The HLBG Whistleblowing Policy which is available at the website of Hong Leong Bank Berhad or Hong Leong Islamic Bank Berhad.

- (b) The Hirer hereby acknowledges that the Owner practices a zero-tolerance position towards any form of bribery and corruption in line with its ABC Policy;
- (c) In the event the Hirer is in non-compliance with or has breached the Owner's ABC Policy and/or Anti-Bribery Laws, the Owner shall be entitled to terminate this Agreement without prejudice to any other rights or remedies of the Owner under this Agreement or any applicable law;
- (d) The Hirer hereby acknowledges and undertakes as follows:
 - (i) that the Hirer has read and understood the ABC Policy;
 - (ii) to immediately notify the Owner of any non-compliance or attempted non-compliance with the ABC Policy and/or Anti-Bribery Laws and/or any concerns about any improper conduct or wrongful act that may adversely affect the Owner. The Hirer may also report the same confidentially through the Owner's whistleblowing channel as set out in the Whistleblowing Policy.

Note : If you have any enquiries regarding the terms and conditions and/or require a copy of the Bahasa Malaysia version, you may seek clarification from our staff who attended to you. Alternatively, please email us at hlonline@hlbb.hongleong.com.my or call 03-76268899