

TLP TERMINAL SDN BHD

**PORT USER'S LEDGER
ACCOUNT AGREEMENT**

**TLP TERMINAL SDN BHD
(916389-W)**

APPLICATION FOR CREDIT FACILITIES (LEDGER ACCOUNT)

PLEASE TYPE OR COMPLETE THIS FORM IN BLOCK CAPITALS

1. Name of firm / person : _____
2. Business registration number : _____
3. Date of business registration : _____
4. Correspondence office : _____

_____ Telephone No: _____

_____ Fax No: _____

5. **(a) TYPE OF FIRM**

(b) SUBSIDIARY OF PARENT CO.

i. Sole proprietorship

ii. Partnership

iii. Private Limited

iv. Public Company

v. Any other type

6. Capital ownership :

	FOREIGN (a)	LOCAL		GRAND TOTAL (a+b)
		B/PUTRA	NON-B/PUTRA	
i. Authorised capital				
ii. Paid-up capital				
iii. Working capital				

7. Particulars of Directors, Manager and Secretaries

(Information can be typed under separate paper giving details as follow or submit

True Certified Copy of Form 49)

i. Full name : _____

ii. Address : _____

iii. Nationality : _____

iv. Identify card no / Citizenship no / Passport no : _____

8. i. Banker (s) to the firm / person : _____

ii. Address: _____

_____ Telephone no. : _____

Fax no. : _____

DECLARATION BY THE FIRM / PERSON

I/We, the undersigned hereby declare that all the foregoing particulars are true and correct. If any of the information furnished herein is later found to be untrue or false, I/We, the undersigned acknowledged and agreed that TLP Terminal Sdn Bhd ("TLP Terminal") reserve its right to declare the Traders Ledger Account Agreement to be terminated hereupon I/We shall pay TLP Terminal damages for all losses suffered by TLP Terminal arising from the above and that TLP Terminal shall not be the responsible and be made liable for any losses or damages suffered by me/us arising from the above termination of the Agreement by TLP Terminal. I/We agree that I/we shall abide strictly to the term and conditions of the Traders Ledger Account Agreements to be entered by me/us and TLP Terminal and to TLP Terminal's Term and Condition of Business should our application be considered and approved by TLP Terminal.

OFFICIAL COMMON SEAL) SIGNATURE (S) OF THE OFFICIAL (S)
THE SAID FIRM) AUTHORISED TO SIGN FOR THE FIRM

Name : _____
I/C No : _____
Designation : _____

Name : _____
I/C No : _____
Designation : _____

Name : _____
I/C No : _____
Designation : _____

Name : _____
I/C No : _____
Designation : _____

Name : _____
I/C No : _____
Designation : _____

PLEASE SUBMIT APPLICATION FORM WITH THE FOLLOWING:-

1. Covering letter
2. Form 49
3. Form 24
4. Approved licence (Where applicable)
5. Memorandum and Articles of Association
6. Guarantor photocopy I/C
7. Bank statement (3 months)
8. Latest Audited Financial Statement

AND RETURN THE ABOVE TO:-

**GENERAL MANAGER
TLP TERMINAL SDN BHD
Bangunan TLP, Kompleks Perindustrian Tanjung Langsat,
P.O. Box 160, 81707 Pasir Gudang,
Johor Darul Takzim**

FOR OFFICIAL USE ONLY

1. Application received on : _____
2. Name and initial of receiving officer : _____
3. i) Particular verified by : _____
ii) Position: _____
4. Recommendation and comment : _____
5. Decision and approved by : _____
6. Applicant informed : _____

TLP TERMINAL SDN BHD

PORT USERS' LEDGER ACCOUNT

AGREEMENT

TLP TERMINAL SDN BHD

AGREEMENT NO:

LEDGER ACCOUNT NO:

**PORT USERS' OF THE PORT OF TLP TERMINAL SDN BHD
LEDGER ACCOUNT AGREEMENT**

THIS AGREEMENT is made on this _____ day of _____ 20____

BETWEEN:

- (1) **TLP TERMINAL SDN BHD (Company No: 916389-W)**, a company duly incorporated in Malaysia under the companies Act 1965 and having its registered office at Lot 1B, Menara Ansar, 65, Jalan Trus, 80000 Johor Bahru, Johor ("TLP Terminal") of the first part;

AND

- (2) _____ (Company No. _____), a private limited company incorporated in Malaysian under Companies the Act, 1965 and having its principal office address at _____
_____(the "Ledger Account Holder") of the second and final part.

WHEREAS:

The Ledger Account Holder is desirous of using TLP Terminal's terminal and port and marine services and/or facilities and has applied to TLP Terminal to open a Ledgers Account with TLP Terminal for payments in respect of the Port Charges on the said services, facilities and other traffic and TLP Terminal has agreed to open the Ledger Account open the terms and subject to the conditions as set out herein.

IT IS AGREED as follows:

1 DEFINITION AND INTERPRETATION

(1) Words and expressions used in this Agreement shall have the following meanings:-

“Banker’s Guarantee” means the guarantee to be provided by the company and issued by the guarantee to TLP Terminal , in accordance with Clause 3 and where the context so permits includes any amendments or variations or renewal thereof and additions thereto from time to time;

“Calendar Year” means any year under the Gregorian calendar commencing on 1th January and ending on 31th December;

“Port Charges” means the fixed rates and tariffs to be charged by the TLP Terminal to the Ledger Account Holder for the provision of the Facilities and/or Services or any part thereof by TLP Terminal;

“Services and Facilities” means all any of the following services and facilities provide by TLP Terminal and which includes but not limited to, the loading and/or unloading and/or handling of goods, berthing and unberthing of vessel, shifting or hauling of vessel, storing of goods, delivery of any goods by or through any medium of transport including vehicles and/or pipelines, supply of fresh water to vessel, supply of mechanical equipment and manpower to vessel, lifting and moving of any goods and/or warehousing activities;

“TLP Terminal’s Term and Condition Of Business” means the published terms and conditions of business forming part of contract between TLP Terminal and its port users enforced and issued by TLP Terminal from time to time in respect of the Services and Facilities made available to its port users at its terminal and port facilities; and

“Ringgit Malaysia” and **“RM”** means the lawful currency for the time being of Malaysia.

(2) The following rules of interpretation shall apply unless the context requires otherwise:

- (a) The headings in this Agreement are for convenience only and shall not affect interpretation.
- (b) The singular includes the plural and vice versa;
- (c) a gender includes all genders;
- (d) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) a reference to any party means a party to this agreement and includes that party’s permitted successors and assigns;
- (f) a reference to person includes a body corporate, an unincorporated body or other entity and conversely;

- (g) a reference to a "Clause", "Recital" or "Schedule" is to a clause or recital of, or schedule to this Agreement; and
- (h) Any reference to the statute shall include any statutory extension or modification or re-enactment of such statute and any regulations or orders made thereunder.

2. USAGE OF TLP TERMINAL'S AND FACILITIES

All Services and Facilities provided or rendered to the Ledger Account Holder shall be subject to the TLP Terminal's Term and Condition of Business, classifications, terms and conditions, rates and charges in force at the time of acceptance, except as otherwise hereinafter provided. The TLP Terminal's Terms and Conditions of Business shall form an integral part of this Agreement.

3. SECURITY

- (1) The Account Holder shall provide and deposit with TLP Terminal a security by way of cash or Banker's Guarantee for the equivalent to the amount of two (2) months' charges on the Services and/or Facilities to be provided or rendered by TLP Terminal estimate to be payable by the Ledger Account Holder which shall be enforceable and shall remain in force during the currency of this Agreement and shall be in the form and context as set out in the First Schedule (or such other form of security or context acceptable to TLP Terminal). The Banker's Guarantee shall form a security for the Company's obligations under this Agreement. No interest shall accrue to the Ledger Account Holder or depositor on any sum deposited as security pursuant to this Agreement.
- (2) TLP Terminal may at any time, if it appears that the security accepted under sub-clause (1) is insufficient to cover the two (2) months' estimated charges as aforesaid, demand upon the Ledger Account Holder to increase such security under sub-clause (1) and the Ledger Account Holder shall then increase such security forthwith.
- (3) if the security deposit is in the form of cash TLP Terminal shall, in the event of any failure on the part of the Ledger Account Holder to settle any account presented within thirty (30) days as aforesaid, have the power and be entitled to use all monies accruing from the realisation of such security of the withdrawal of such deposit in order to meet such debt due from the Ledger Account Holder.

4. PAYMENT OF PORT CHARGES

- (1) The Ledger Account Holder will not be required to prepay any Port Charge on the Services and/or Facilities under this Agreement. Account for Port Charges under this Agreement shall be presented in interim periods in each month and shall be settled by the Ledger Account Holder within thirty (30) days from the date of receipt of invoice for each interim period.
- (2) The Ledger Account Holder shall pay the Port Charges and any amount due hereunder into the designated account of TLP Terminal. Account which are not

settled within the period specified in sub-clause (1) shall be subject to a surcharge of two percent (2%) thereof.

- (3) The Ledger Account Holder shall be settled for each invoice in full and no deduction shall be made and allowed in respect of any dispute on the amount charges. In the event the Ledger Account Holder wishes to dispute any amount in the invoice, it shall provide to TLP Terminal full information supported by such documentary evidence as may be required to be sent to TLP Terminal for a refund of the amount alleged to be overcharge by TLP Terminal within six (6) months from the date of transaction took place.
- (4) TLP Terminal shall be entitled to demand and collect from the Ledger Account Holder any amount which may be ascertained to have been undercharged or that which may otherwise be found to be due by TLP Terminal. Provided that the payment for such amount shall be demanded in writing within six (6) years from the date of transaction took place.

5. SUSPENSION OF LEDGER ACCOUNT

TLP Terminal shall be entitled at its absolute discretion suspend the Ledger Account of the Ledger Account Holder for such period and at such times without providing any prior notice or reminder until and unless full payment of the Port Charges due under the Ledger Account have been settled. Such suspension of the Ledger Account shall not vitiate nor make or render this Agreement void.

6. TERMINATION

TLP Terminal may determine this Agreement immediately at any time without assigning any reason whatsoever by giving a written notice to the Ledger Account Holder.

7. NOTICES

Unless otherwise specified herein, all notices, requests or other communications to or upon each of the parties hereto shall be in writing and shall be deemed to have been given in the case of notice by letter five (5) days after the same is sent by prepaid registered post or in the case of notice given by facsimile number is shown on the sender's receipt of a confirmed log print-out for the transmission regarding the date, times and transmission of all pages and all notices, request and communications shall be addressed to the address specified below:-

FOR TLP TERMINAL

TLP TERMINAL SDN BHD
Bangunan TLP,
Kompleks Perindustrian Tanjung Langsat,
P.O. Box 160,
81707 Pasir Gudang,
Johor Darul Takzim
Fax No:607 251 2692

(or such other address or facsimile number as the case may be, as the TLP Terminal may designate from time to time by written notice to the Ledger Account Holder), and

FOR THE LEDGER ACCOUNT HOLDER

Address :

Fax no :

(or the Ledger Account Holder's registered office for the being or the Ledger Account Holder's place of business last known to TLP Terminal or facsimile number as the case may be, as the Ledger Account Holder may designate from time to time by written notice to TLP Terminal)

8. VARIATIONS

TLP Terminal shall have the absolute discretion and entitlement from time to time as it deems fit, to vary, modify or amend the terms and conditions of this Agreement by giving written notice to the Ledger Account Holder and such variations, modifications or amendments shall take effects from the date stipulated in the said notice.

9. PARTNERSHIP

Nothing in this Agreement shall be construed as creating or be deemed to imply the existence of a partnership between the parties or to make one party the representative or agent of the other and under no circumstances shall a party have the authority to bind the other in any way.

10. ASSIGNMENT

The Ledger Account Holder shall not transfer or assign this Agreement or any of its rights hereunder except with a prior written consent from TLP Terminal.

11. GOVERNING LAW

This Agreement shall be governed by and shall be construed in accordance with Malaysia Law.

12. COST AND EXPENSES

The Ledger Account Holder shall bear the stamp fees and all expenses in connection with this Agreement.

13. TIME

Time, whenever mentioned in this Agreement, shall be of the essence.

14. BINDING EFFECT

This agreement shall be binding upon the parties and their permitted legal assigns and successors in the tittle by operation of law or otherwise.

15. SCHEDULE

The following schedule attached here to shall form an integral part of this agreement.

First schedule - The Banker's Guarantee

EXECUTION PAGE

IN WITNESS WHEREOF this Agreement has been duly executed as an Agreement and delivered by the parties hereto on the day and first above written.

Sign for and on behalf of)
TLP TERMINAL SDN BHD)
(Company No: 916389-W))
).....
Name:
Designation:

In the presence of:

.....
Name:
Designation:

Sign for and on behalf of)
)
(Company No:))
).....
Name:
Designation:

In the presence of:

.....
Name:
Designation:

OFFICIAL COMMON SEAL)
OF THE SAID FIRM)

TLP TERMINAL SDN BHD

LETTER OF GUARANTEE

TLP TERMINAL SDN BHD

Date:

General Manager

TLP TERMINAL SDN BHD
Bangunan TLP,
Kompleks Perindustrian Tanjung Langsat,
P.O. Box 160,
81707 Pasir Gudang,
Johor Darul Takzim

LETTER OF GUARANTEE

WHEREAS:

We, _____ (Company No. _____), a private limited company incorporated in Malaysia under Companies the Act, 1965 and having its principal office address at _____

_____ ("the Company") currently being involved in the business of _____ is desirous of obtaining port services and/or facilities for vessels, cargoes and/or others to be handled by the Company at and/or through your terminal and port and marine facilities in TLP Terminal Sdn Bhd in the state of Johor Darul Takzim. In consideration of your having agreed at our request to provide the Company for those services and facilities at your terminal and port and marine facilities, I/We the undersigned hereby undertake and agree with you as follows :-

1. To Make Full Payment to TLP Terminal

I/We shall be answerable and responsible to you for the due payment by the Company for providing or rendering all such facilities and services as aforesaid as you may from time to time at the Company's request render to the company notwithstanding I/we shall not have notice of any neglect or omission on the company's part to pay for such facilities and services according to the terms agreed upon between you and the company but so that our liability under this guarantee shall be joint and several

2. Amount Guaranteed

I/We shall pay to you on demand up to the amount of RM _____ (Ringgit Malaysia: _____) and any part of the monies hereby guaranteed which is now or shall at any time be owing or remain due and unpaid to

you for the facilities and services as aforesaid together with all interest and other costs, charges and expenses which may be or become payable in connection there with including costs and expenses which you may incur in enforcing or seeking to obtain payment of all or any part of the monies hereby guaranteed.

3. Continuing Guarantee

That this guaranteed shall be a continuing guarantee to you for the whole debt or amount due to you that shall be contracted by the Company with you in respect of the services and facilities to be rendered as foresaid and that is shall be deemed to continue due and owing notwithstanding the winding up of the company or the bankruptcy of the partners if the company is a partnership and that this guaranteed shall not be considered as revocable or satisfied by any intermediate payment of any part of the debt due or unpaid by the Company.

4. Payment Upon Due Notice

Notice in writing of any default on the part of the Company is to be given by TLP Terminal to the Company and I/ We shall, within fourteen (14) days from the date of notice pay all sums then due from the company under this guarantee.

5. Guarantee Not Prejudiced or Affected

This guarantee shall be without prejudice to and shall not be affected nor shall I/We (or any of us) be released or exonerated by any of the matters following:

- i. Any securities negotiable or otherwise including other guarantees which TLP Terminal may now or at any time hereafter hold from the company or any other person or person in respect of payment hereby guaranteed; or
- ii. The variation, exchange, renewal, release, alteration or modification of any such securities or terms of contract between TLP Terminal and the company or the refusal or neglect to complete enforce or assign any judgement or other security or instrument negotiable or otherwise and whether satisfied by payment or not; or
- iii. TLP Terminal's refusal at any time or times and at TLP Terminal's discretion to render further facilities and/or services as aforesaid to the company whether with or without notice to the company; or
- iv. Any time given or extended to the company and/or any other security, instruments, guarantee or contract or any other indulgence granted to or compromise, composition or arrangement made with the company and/or any other person or persons whether with or without consent or notice to the Company.

6. Payment Term

- i. All monies received from or on account of the company or from any others person or estate or from the realization of any security or otherwise for the purpose of being applied in the reduction of the payment and surcharge due to TLP Terminal shall be treated for all purposes as payments in gross and not as appropriated or attributable to any specific part or items of payment due even if appropriated thereto by the person otherwise entitled so to appropriate. All securities now or at any time held by you shall be treated as securities for the said general balance. I/We shall make no claim to such securities or any part thereof or any interest therein unless and until I/ We have paid all monies due from me/us under this guarantee and you shall have received the full amount of such general balance including interest thereon.
- ii. In the event of the company being a partnership becomes bankrupt or insolvent or being incorporated company shall be wound up, TLP Terminal may prove in the bankruptcy or winding up of the Company for the whole amount remained outstanding against the company on such general balance and no money or dividend so received by TLP Terminal shall treated as received in respect of this guarantee or otherwise in relation to me/us, but the full amount hereby guaranteed shall be payable by me/us until TLP Terminal shall have received all the amount due on the ultimate balance outstanding balance against the company. After TLP Terminal have received such as ultimate balance in full any claim on any part to any excess or any securities remaining in TLP Terminal's hands shall be a matter of adjustment between TLP Terminal and me/us and any other person or persons laying claim thereto.
- iii. Any accounts settled or stated by or between TLP Terminal and the company or admitted by or on behalf of the company and duly certified by one of TLP Terminal's authorized officers may be adduced by TLP Terminal and shall in that case be accepted by me/us as conclusive evidence that the balance or amount thereby appearing is due from the company to TLP Terminal and payable on demand by me/us.

7. Liability

My/Our liabilities and/or obligations hereunder shall continue to be valid and binding for all purpose whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be made or reconstitution of ourselves or the company and it is hereby expressly declared that no change of any sort whatsoever in relation to the company shall in any way affect the liabilities and/or obligations created hereunder in relation to any transaction whatsoever whether past, present or future.

8. Legal Proceedings

Services of any writ or summons or legal proceedings in respect of any action arising out of or in connection with this Guarantee may be affected by forwarding a copy of the writ or summons and the statement of claim or other legal proceedings by prepaid registered post to the respective addresses of the parties hereto.

9. Notices

Unless otherwise specified herein, all notices, requests or other communication to or upon each of the parties under this Guarantee shall be in writing and shall be deemed to have been given in the case of notices by letter five (5) days after the same is sent by prepaid registered post or in the case of notice given by facsimile immediately after transmission when the recipient's facsimile number is shown on the sender's receipt of a confirmed long print-out for the transmission regarding the date, time and transmission of all pages and all notices, request and communications shall be addresses to the address specified below:-

FOR TLP TERMINAL

TLP TERMINAL SDN BHD
Bangunan TLP,
Kompleks Perindustrian Tanjung Langsat,
P.O. Box 160,
81707 Pasir Gudang,
Johor Darul Takzim

Fax No: 607 251 2692

(or such other address or facsimile number as the case may be, as the TLP Terminal may designate from time to time by written notice to the company, and

FOR THE COMPANY

Address:

Fax No:

(or the company's registered office for the time being or the Company's place of business last known to TLP Terminal or facsimile number as the case may be, as the company may designate from time to time by written notice to TLP Terminal.

10. Enforcement of Guarantee

- i. TLP Terminal may enforce this Guarantee against me/us at any time notwithstanding that any invoice or bills or other instrument covered by it may be circulation or outstanding and include the amount of the same or any of them in the said general balance at TLP Terminal's option and this Guarantee shall not be determined by me/us except on the terms of making full provision to the general balance together with interest thereon and any other outstanding liabilities or obligations on the part of the company and on the Company's account.

- ii. As a separate and independent stipulation (but without increasing the before-mentioned total amount recoverable hereon) I/We agree that any sum or sums of money which may not be recoverable from the undersigned on the footing of a guarantee whether by reason of any legal limitation, disability or incapacity on or of the customer or any other fact or circumstances and whether known to TLP Terminal or not shall nevertheless be recoverable from the undersigned as sole or principal debtor (s) in respect thereof and shall be repaid by the undersigned within seven(7) days after demand from TLP Terminal.

11. Statement of Amount Owing

I/We hereby agree that a statement in writing of the amount owing by me/us or the company from time to time signed by TLP Terminal's Finance Manager or Accountant or any other authorised officer shall be conclusive proof against me/us of the indebtedness of the Company.

12. Governing Law

This Guarantee shall be governed by and shall be construed in accordance with Malaysia law and I/We hereby agree to submit to the jurisdiction of the courts of Malaysia in all matters connected with or obligations and the liabilities under this Guarantee.

13. Cost and Expenses

I/We hereby agree that all costs, expenses and disbursements (including, without limitation, legal costs and expenses) incurred by TLP Terminal in connection with this Guarantee or the collection of any payment due or to become due hereunder whether through legal process or otherwise shall be borne by and paid by me/us.

14. Binding Effect

- i. This Guarantee shall be binding upon my/our respective successors-in-title and permitted assigns.
- ii. Where this Guarantee is given or executed by two (2) or more persons the covenants, undertakings, agreements and stipulations expressed to be made by and on the part of such persons shall be and are binding upon such persons jointly and severally.

SIGN BY THE GUARANTOR(S)

NAME :)
NRIC :)
ADDRESS :)

In the presence of:

.....
NAME :
NRIC :
ADDRESS :

NAME :)
NRIC :)
ADDRESS :)

In the presence of:

.....
NAME :
NRIC :
ADDRESS :

NAME :)
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In the presence of:

.....
NAME :
NRIC :
ADDRESS :

NAME :)
NRIC :)
ADDRESS :)

In the presence of:

.....
NAME :
NRIC :
ADDRESS :

DATE THIS ___ DAY OF _____ 20__

THE SCHEDULE

BANKER GUARANTEE

(Which is to be taken read and construed as an essential part of this Agreement)

To:

TLP Terminal Sdn Bhd

TLP Building,

Kompleks Perindustrian Tanjung Langsat,

P.O. Box 160,

81707 Pasir Gudang,

Johor Darul Takzim

Dear Sirs,

Re: BANKER'S GUARANTEE

This Agreement is made the _____ day of _____ 20 __ BETWEEN [*****] (Company No *****) (hereinafter referred to as "the Guarantor") of the one part AND **TLP Terminal Sdn Bhd** (Company No. 916389-W) (hereinafter referred to as "TLP Terminal" of the secondhand the final part.

WHEREAS –

- A. By a Ledger Account Agreement (hereinafter referred to as "the Agreement") dated the day of _____, 20 __ and made between TLP Terminal of the first part and [*****] (Company No. *****) (hereinafter referred to as "the Company") of the second and final part, the company agreed to open a ledger Account with TLP Terminal for the payment of the Port Charged (as defined therein) for the services and facilities rendered to the Company by TLP Terminal at its terminal and port facilities.
- B. The Guarantor has agreed to guarantee the due performance and observance of the Company of its obligations in accordance with the Ledger Account Agreement in the manner hereinafter appearing.

NOW the Guarantor hereby undertakes and agrees with TLP Terminal as follows –

1. In consideration of TLP Terminal having agreed to open a Ledger Account for the Company with TLP Terminal for the payment of the Port Charges in respect of the services and facilities to be provided or rendered to the Company the Guarantor shall guarantee the said account and shall pay to TLP Terminal an amount up and not exceeding the sum of **Ringgit Malaysia *** (RM)** only (hereinafter referred to as "the Guaranteed Sum") outstanding at any one time.
2. The Guarantor shall, upon its receipt of TLP Terminal written demand at any time during the period of this Guarantee stating the Company has failed, neglected and/ or refused to pay and settle the amount due or remained outstanding to TLP Terminal as stated in the written demand, pay to TLP Terminal such sum, notwithstanding any contestation or protest by the Company or

by the Guarantor or by any other third party PROVIDED ALWAYS that the total of all partial demands so made shall not exceed the Guaranteed Sum.

3. The Guarantor shall not be discharged or released from its guarantee by any arrangement between the Company and TLP Terminal with or without the consent of the Guarantor or by any alteration in the undertakings by the Company or by any forbearance whether as to payment, time, performance or otherwise, but the Guarantor shall be entitled to be informed of such arrangements or alterations.
4. This Guarantee given by the Guarantor is a continuing Guarantee. This Guarantee shall be irrevocable and shall remain in force and effect until the expiry or termination of the Agreement unless previously revoked by the Guarantor by giving two (2) months prior notice to TLP Terminal and is conditional upon meeting TLP Terminal's claim thereunder being made in writing to reach the Guarantor within two (2) months after the date of such guarantee expired.
5. In the event of any renewal, a fresh guarantee shall be deposited with TLP Terminal within one (1) month before the expiry of the existing guarantee.
6. Any claims in respect of this Guarantee may be made by TLP Terminal at any time during the period of the Guarantee and all claims, if any, in respect of this Guarantee must be received by the Guarantor no later than twelve (12) months after the expiry date of this Guarantee, failing which the Guarantor is deemed to have been discharged.
7. All payments hereunder shall be made free and clean of and without any deduction for or on account of any present or future taxes, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.
8. This Guarantee shall be governed by and construed in accordance with the laws of Malaysia and the parties hereto agree to submit to the exclusive jurisdiction of the Court of Malaysia.

Given under our hands hereto the date first above mentioned.

SIGNED for and on behalf)
of the Guarantor)
in the presence of)

.....
Witness -
Name -
Designation -