

GUARANTEE

TO : KAJANG ROCKS QUARRY SDN BHD
(571222-K)

In consideration of your having at our request and inducement have already supplied or agreed to supply goods or continue to supply and/or render services or otherwise give credit facility to _____ of _____

(hereinafter called 'the customer'), I/We do hereby irrevocably and unconditionally jointly and severally agree with and guarantee to you as follow :-

1. **ON DEMAND** being made I/We shall forthwith pay to you all amount specified in such demand to be owing to you from the customer or remaining unpaid on the general balance of the customer's account with you anywhere and on any account whatsoever in respect of any goods supplied or services rendered at any time to the customer notwithstanding any contestation or protest by the customer or by us or by any third party and without proof or conditions provided **ALWAYS** that my/our liability under this guarantee shall not exceed in the aggregate the sum of Ringgit Malaysia: _____ (RM: _____) only.
2. This guarantee shall be continuing for the whole of the debts contracted by the customer with you in respect of such goods and services supplied and shall not merely be applicable to so much thereof and shall be co-extensive with the aforesaid limits of our liability.
3. This guarantee shall not be considered as satisfied by any intermediate payment or satisfaction of the whole or any sums of money owing as aforesaid but shall extend to cover any sum or sums of money which shall for the time being constitute the balance due from the customer to you upon any such account.
4. I/We declare to you that you shall be at liberty to act as though I am/We are the sole or principal debtor.
5. My/Our liability and obligation under this guarantee shall remain in force notwithstanding any act, omission, neglect, breach, event or matter whatsoever except the proper and valid payment of all sums due from the customer.
6. You may at any time or times at your absolute discretion and without giving any notice whatsoever to me/us increase, vary or refuse any credit or terms of credit or supplies or any goods and services to the customer.

7. In the event that I/We shall fail to pay any amount when due and payable under this guarantee I/We shall pay interest on that amount from the time of default up to the time of actual payment (before as well after judgment) at the rate of 1.5% per month or any other rate you shall from time to time have specified to the customer.
8. I/We further undertake to keep you fully indemnified against all losses, actions, proceedings, claims, demands, damages, interest, cost and expenses whatsoever you may incur or sustain by reason for the failure on the part of the customer to pay all monies due to you and discharge all liabilities incurred by you by the customer.
9. You are at liberty without notice to me/us at any time and without in any way discharging or impairing my/our liability hereunder to receive, vary, modify, exchange, release or renew any securities, negotiable or otherwise including other guarantees which you may now or at any time hereafter hold from the customer or any other person or persons.
10. Any statement of indebtedness in writing by any of your officers as to the money and liabilities for the time being due or incurred to you from or by the customer shall be conclusive evidence of the amount of indebtedness of the customer to you and any judgment recovered by you against the customer in respect of such indebtedness shall be binding and conclusive on and against me/us, my /our legal representative, executors or administrators.
11. This guarantee shall be in addition to and shall not be in substitution for any other guarantee for the customer given by me/us to you.
12. No failure or delay by you in exercising any right, power or privilege shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege excluding any further exercise thereto.
13. Notwithstanding anything hereinbefore contained this Guarantee shall not be avoided by the failure or neglect of any of the guarantors to execute, but shall be binding on all those guarantors who have actually executed.
14. This guarantee shall ensure to your benefits and your successors-in-title and assigns and shall be binding on me/us and my/our administrators, executors or legal representatives.
15. This guarantee shall be governed by the laws of Malaysia and submit to the jurisdiction of the courts of Malaysia in any state which you may elect.
16. This guarantee shall not be determined or affected by the death or insanity of any one or more of us but shall in all aspects and for all purposes be binding and operative.
17. This guarantee shall not be determined or in any way prejudiced by any changes that may subsequently take place in the constitution of your company or the customer.
18. This Guarantee between the customer and us shall be deemed to be executed and made in Kuala Lumpur and any breach of the terms stated herein shall be deemed to have arisen in Kuala Lumpur irrespective of where the customer may reside or situate.
19. I/We agree and confirm that the information given in the application form is true and correct and I/We understand that it is being used to determine my/our credit responsibility. I/We are hereby to authorize KAJANG ROCKS QUARRY SDN BHD and its representatives to obtain any information you may require for these purpose from other sources including consumer reporting, credit reporting agency, or reference schemes and each such source is hereby authorized to provide you with such information as and when it requires.

I/We hereby acknowledge that I/We have read and understood the contents of this guarantee and I/We further warrant that I/We have sought independent legal advice in relation to this and have understood its obligations arising there from.

Dated at _____ this _____ day of _____ 20()

1.

GUARANTOR'S

Full Name : _____

Address : _____

I/C No. : _____

(Sign)_____

WITNESS'S

Full Name : _____

Address : _____

I/C No. : _____

(Sign)_____

2.

GUARANTOR'S

Full Name : _____

Address : _____

I/C No. : _____

(Sign)_____

WITNESS'S

Full Name : _____

Address : _____

I/C No. : _____

(Sign)_____

3.

GUARANTOR'S

Full Name : _____

Address : _____

I/C No. : _____

(Sign)_____

WITNESS'S

Full Name : _____

Address : _____

I/C No. : _____

(Sign)_____

4.

GUARANTOR'S

Full Name : _____

Address : _____

I/C No. : _____

(Sign) _____

WITNESS'S

Full Name : _____

Address : _____

I/C No. : _____

(Sign) _____

5.

GUARANTOR'S

Full Name : _____

Address : _____

I/C No. : _____

(Sign) _____

WITNESS'S

Full Name : _____

Address : _____

I/C No. : _____

(Sign) _____

6.

GUARANTOR'S

Full Name : _____

Address : _____

I/C No. : _____

(Sign) _____

WITNESS'S

Full Name : _____

Address : _____

I/C No. : _____

(Sign) _____