



# ALPHA DISTRIBUTION & SERVICES SDN. BHD.

## Dealership Application Form

### INSTRUCTIONS

Print & fill-up this Dealership Application Form and mail the document to :

Alpha Distribution & Services (M) Sdn. Bhd.  
Lot 17-19, Southern Industrial Zone 1,  
Jalan 1C, KKIP Selatan, 88460,  
Kota Kinabalu, Sabah, Malaysia.  
Careline : 1800-815-863  
Fax : +608-849 0517

### ELIGIBILITY

We welcome new partnerships with established SMEs, VARs, NGO, private & public companies under the following criteria(s) :

- ✓ Minimum corporate bulk orders > 50-100 units
- ✓ Monthly sales turnover above RM25,000
- ✓ Established business of at least 2 years
- ✓ Owns a website/Facebook/blog/any URL

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### SUPPORTING DOCUMENTS REQUIRED

1. Director/Partner/Proprietor's Photocopy of Passport or NRIC
2. Photocopy of Company Statutes & Trade License
3. Passport-Sized Photograph
4. Sales Report of 1 Year

### 3 YEARS CONTRACT SECURITY DEPOSIT

Upon the approval of my application, I agree to pay a sum of 3-years contract security deposit worth RM15,000/- to participate in this Dealership Program by any of the following methods :

Walk-In       Cheque       ATM Deposit       Online Banking      Credit Card

**For internal use:**

Processing Date: \_\_\_\_\_

Approval:  NO       YES

Credit:  NO       YES \_\_\_\_\_

Initials Signing Authority:

## DEALERSHIP REQUIREMENTS

1. The Dealership Application Form must be completed and returned to Alpha Distribution & Services (M) Sdn. Bhd. for approval. Dealerships are granted non-exclusively and all the agreement details are documented in the Dealer Terms of Reference.
2. A sum of RM15,000 security deposit is required to establish 3 years dealership contract and will be refunded for termination after contract maturity.
3. Upon the approval of a dealer's application, the dealer (or representative) is required to complete 12 modules Intensive Training organized by Alpha Distribution & Services (M) Sdn. Bhd. on selected schedules. Orders will not be processed unless a dealer (or representative) has received technical training on the particular product.
4. Dealers are required to be able to maintain a long-lasting customer relationship. The customer service records must be kept in a database for a minimum of 12 months and must contain updated customer contact information, purchase receipt & warranty documentation.
5. Dealers are prohibited from copying the advertising or marketing materials used by Alpha Distribution & Services (M) Sdn. Bhd.
6. Dealers must not engage in Multi-Level-Marketing (MLM) schemes or by any means of misleading methods to promote our products.
7. Alpha Distribution & Services (M) Sdn. Bhd. acts as an independent distributor and every transactions must be in record by invoice, official receipt or sales/purchase voucher.
8. Dealers are strictly prohibited from using the name of Alpha Distribution & Services (M) Sdn. Bhd. to conduct transaction with buyers.
9. By maintaining the safety of this partnership, dealers must report to us of any irregularities involved in the Dealership Program.
10. Dealers must avoid not knowingly receive resale forgeries, counterfeits, unmarked copies, altered warranties or other spurious merchandise that is not clearly labeled as such.
11. Dealers must refrain from making unjustified, false statements or misrepresentations in our relations with others, and to fully co-operate in the advancement of our relations with other dealers.
12. Dealers must recognize and co-operate in our business dealings and those of fellow members of the Dealership.
13. Dealers must abide by all local, state and federal laws in all business matters and be ready to assist in the prosecution of any violators of the law in this aspect.
14. Dealers are obligated to resolve customer concerns promptly and courteously. If products are found defective, dealers must immediately inform us for replacement within 14 days of product delivery.
15. Dealers must treat each customer in a fair, open, honest manner, and fully comply with all laws that strictly prohibit gender, religion, political & racial discrimination.
16. Dealers must responsibly advertise our products in a positive, factual, and informative manner.

## DEALER INDEMNITY

This Dealership Requirements is designed to reinforce my commitment to a professional & ethical partnership with Alpha Distribution & Services (M) Sdn. Bhd. By signing below, I acknowledge I shall be responsible for the losses caused by my breach of contract which may result in legal consequences.

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Date

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Name & Signature

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Title/Position



## AGREEMENT

I hereby agree to the Dealership Requirement set forth in Attachment I, II, IV & V with intend on signing Attachment IV in accordance with the terms set forth herein. I have been given fourteen (14) days to consider this agreement and I have chosen to execute this on the date below. I intend that this document will become a binding agreement if I do not revoke my acceptance in ninety (90) days.

(Signature)

Company Name & Rubber Stamp

(Date)

Business Address

## DEALERSHIP AGREEMENT

This Dealership Agreement contains a legal obligation between the independent Distributor, identified as Alpha Distribution & Services (M) Sdn. Bhd. (with principal business located at Lot 17-19, Southern Industrial Zone 1, Jalan 1C, KKIP Selatan, 88460, Kota Kinabalu, Sabah, Malaysia.) with the organization identified as the Dealer in the Dealership Agreement, in relation to a Dealer's acceptance as an authorized Dealer.

### 1.0 NOTIFICATION

1.1 Alpha Distribution & Services (M) Sdn. Bhd. notifies Dealer that the Dealer (i) has been authorized to resell products and ii) has been approved for membership in Dealership Program (on the "Effective Date"). This Agreement sets forth the Terms and Conditions under which the Dealer is eligible to (i) dealer pricing privileges, (ii) attend Intensive Dealership Training, all for use solely in connection with the products obtained by a Dealer in the Dealership Program.

### 2.0 DEALER REPRESENTATION

2.1 Dealer warrants to Alpha Distribution & Services (M) Sdn. Bhd., as of the date Dealer submits the Dealer Application Form, Dealer either has, or is in the process of establishing an agreement under which Dealer is permitted to obtain products from such independent Distributor and remarket such as part of a transaction in which Dealer also adds incremental value to the products and/or services in the form of installation, systems analysis, systems development, technical consulting services; and/or market knowledge.

### 3.0 INTENSIVE TRAINING OBLIGATIONS

3.1 Dealer shall use reasonable efforts to conform to any training obligations required for its Dealer status, including the training requirements set forth in the Dealership Program (if applicable), as promptly as possible. Dealer shall also be responsible for its private transportation and living expenses associated with the attendance of such training.

### 4.0 DEALER TERMS OF REFERENCE

- 4.1 This Agreement shall commence upon the Effective Date and unless terminated in the manner set forth below, shall remain in effect for as long as Dealer has a then current product ordering agreement with the independent Distributor.
- 4.2 The Dealership Agreement may be terminated under the following conditions: (i) by either party effective thirty (30) calendar days after notice of termination to the other party for breach of any provision of this Dealership Agreement if such breach has not been cured within such thirty (30) day period, or immediately if no cure is possible; (ii) at any time the information set forth in the Dealer Application materially overstates the level or character of Dealer's then current business operations or credit profile; (iii) by Distributor attempts to assign any of its rights or delegate any of its obligations hereunder by either party for convenience upon sixty (60) days' written notice to the other party.
- 4.3 Upon termination of the Dealership Agreement, the rights granted here-under shall terminate completely. Dealer must discontinue all use of the Dealership Agreement according to the following schedule unless Distributor has agreed in writing to some other schedule:
- (i) Within thirty (30) calendar days, or such earlier date as required by court or judicial order, on all products and related marketing materials, where applicable, on Dealer's premises, or the premises of Dealer's agents, Dealers or distributors.
- 4.4 Rights and obligations under the Dealership Agreement which by their nature should survive, including but not limited to, all rights and obligations in Sections 4.3, 4.4 & 6.0 will remain in effect after termination or expiration hereof.
- 4.5 Termination of Access – Except as otherwise provided below, the right to access the Distributor's catalog shall be valid for a term of three (3) years from the Effective Date or until Dealer's agreement with Distributor expires or is terminated, which ever occurs later. Either party shall have the right to either terminate access to or discontinue access to the Information, at its convenience, by sending the other written notice thereof. Such notice shall be effective upon receipt. Alpha Distribution & Services (M) Sdn. Bhd. shall have the right to deny Dealer or Dealer personnel access to the websites made available hereunder. Upon any termination, Dealer shall cease to use Information and shall promptly return all tangible copies at Dealer's own cost.

### 5.0 PRODUCT SUPPORT

5.1 Alpha Distribution & Services (M) Sdn. Bhd. provides dealer technical support and make no other warrants, but not limited to the implied warranty of merchantability, or non-infringement of any warranty arising by stature, course of dealing or performance, or usage of trade. Neither party shall be liable for any claims arising from or in any way connected with this agreement, even if the possibility of such damages have been known.

### 6.0 DEALER INDEMNITY

6.1 Dealer shall indemnify Distributor and hold harmless against all claims asserted by third party's against Distributor as a result of Dealer's failure to comply with its obligations hereunder or any acts or omissions of Dealer.

## 7.0 GENERAL

- 7.1 Entire Agreement - The terms contained herein constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior communications and agreements, either oral or written. No modification or amendment hereto, nor any waiver of any rights herein, shall be effective unless assented to in writing by both parties. In the event of a conflict between this Dealership Agreement and the product ordering agreement, the terms of this Dealership Agreement shall prevail with regard to the subject matter contained herein.
- 7.2 Assignment - Dealer shall not assign this Agreement or any of its rights, or delegate any its obligations hereunder without Distributor's prior written consent, and any such action in violation of the foregoing shall be void.
- 7.3 Separability and Waiver - If any provision hereof shall be held illegal or unenforceable, such provision shall be deemed separable from, and shall in no way affect or impair the validity or enforceability of, the remaining provisions. The waiver of any breach or default shall not constitute a waiver of (i) any other right or remedy hereunder, or (ii) any subsequent breach or default.
- 7.4 Independent Contractors - Each party shall act only as an independent contractor and not as an employee, agent, servant, or representative of the other for all purposes under this Dealership Agreement. Neither party shall have any authority to transact business or make any commitments or speak on behalf of the other party unless expressly authorized in writing by an officer of the other party. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other party, or both parties as joint venturers or partners for any purpose. Neither party shall be responsible for the acts or omissions of the other party.
- 7.5 Governing Laws - This Agreement shall be governed by and construed in accordance with the laws in Malaysia without reference to principles of conflict of laws.
- 7.6 Government Regulations - Products included therein provided to Dealers are subject to governmental restrictions on exports from Malaysia; restrictions on exports from other countries in which such products and technology included therein may be produced or located; disclosures of technology to foreign persons; exports from abroad of derivative products thereof; & the importation or use of such products and technology included therein outside of Malaysia (collectively, "Import & Export Laws").
- 7.7 Notices - Any notices or inquiries pertaining to this Agreement shall be notified by using any of the following methods :

### Postal Mail

Alpha Distribution & Services (M) Sdn. Bhd.  
Lot 17-19, Southern Industrial Zone 1,  
Jalan 1C, KKIP Selatan, 88460,  
Kota Kinabalu, Sabah, Malaysia.

### Phone or Fax

Hotline : 1800-815-863  
Fax : +608-849 0517

