



Abrand Food Manufacturing Sdn Bhd (1024648-H)

 51, Jalan IKS Bukit Tengah, MK11, Taman IKS Bukit Tengah, 14000 Bukit Mertajam, Penang, Malaysia. T: +604-5041555. E: info@abrandfood.com
 Lot 80 & 81, Jalan TTC 2, Taman Teknologi Cheng, 75250 Cheng, Melaka, Malaysia.



ABRAND FOOD'S TERMS AND CONDITIONS FOR RESELLER

1. Introduction

1.1 Please read these terms and conditions carefully before agreeing to become an Abrand Food Reseller. In these terms and conditions Abrand Food is referred to as 'we', 'us' or 'Supplier' and you (Reseller) are referred to as 'you'.

1.2 In particular, we draw your attention to clauses 2(Appointment) and 6(Reseller's Obligation). By signing-up as a reseller, you agree to be legally bound by the Conditions.

1.3 If you do not wish to be bound by the Conditions then you may not resell the Products of Abrand Food.

1.4 These terms and conditions are applicable to Resellers, as amended by Abrand Food from time to time.

2. Appointment

2.1 Reseller to follow Abrand Food's price strictly, otherwise, Abrand Food has the right to request for return and stop supplying products to Resellers.

2.2 It is agreed that Reseller shall be entitled to promote, market or sell Abrand Food's products to their own customers during the Term to the extent necessary for Reseller to perform its obligations under the Conditions. Ex: Promotion can be conducted from time to time with free samples, twin packs, members days discount and other promotional activities.

3. Intellectual Property Rights

3.1 The Supplier is the owner of all Intellectual Property Rights forming part of the Products.

3.2 The Conditions shall not be construed to convey or transfer any ownership or proprietary interest in any Intellectual Property Rights in the Products to Reseller or any other party.



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3.3 Reseller agrees that it will not sell, license, lease, rent, loan, lend, transmit, network, or otherwise distribute or transfer the Products in any manner to third parties.

4. Abrand Food's Obligations and Rights

4.1 Abrand Food agrees with Reseller throughout the Term to provide such support to Reseller as Reseller may reasonably require to enable it to fulfil its obligations and exercise its rights under the Appointment clause.

4.2 FOC delivery by Abrand Food if MOQ has more than 48 boxes. Below MOQ, postage fee applies.

5. Inactive Reseller

If a Reseller has placed no orders for a period of six (6) years, the Reseller's registered account will be deleted at Abrand Food's record.

6. Reseller's Obligations

6.1 Reseller undertakes and agrees with Abrand Food that it will at all times during the Term (and where applicable following termination of the Appointment) observe and perform the Conditions including :

- (a) in all correspondence and other dealings relating directly or indirectly to the licensing of or other transaction relating to the Products, clearly indicating that it is acting as a reseller and not as author and developer of any of the Products;
- (b) using at all times its best endeavours to promote and extend the market for the Products and work diligently to obtain orders from End Users for the Products;
- (c) at its own expense providing advertising, publicity, promotion and marketing for the Products;
- (d) handling all sales queries it receives from End Users;
- (e) dealing with all aspects of End User billing and payment;



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6.2 Reseller undertakes not to:

6.2.1 translate, adapt, vary, modify, disassemble, decompile or reverse engineer any of the Products; or

6.2.2 modify, amend, add to or in any way alter any of the Products supplied to it or to End Users by it, without Abrand Food's prior written consent.

7. Warranty

7.1 Abrand Food warrants that for any Product purchased by Reseller:

- (a) Abrand Food has the right to sell the Product to Reseller;
- (b) the Product will correspond with the description provided by Abrand Food to Reseller; and
- (c) the Product will be of satisfactory quality.

7.2 Abrand Food shall not be liable for a breach of any warranty in clause 7.1 unless Reseller gives notice of the defect to Abrand Food immediately after the date of delivery of a Product to Reseller. Abrand Food shall consider its option to replace the Product to ONLY immediate defect notice of Products.

8. Term, Suspension and Termination

8.1 The Appointment shall become effective when the Reseller sign the NEW CUSTOMER REGISTRATION FORM and shall continue in force until terminated:

- (a) by either party at any time immediately on giving written 14 days notice; or
- (b) in accordance with clause 2 ; or
- (c) in accordance with clause 5 ; or
- (d) Reseller becomes insolvent



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and if Abrand Food terminates the Appointment under this clause the Reseller shall not be entitled to any refund.

8.2 Abrand Food shall have the right at any time on giving written notice to suspend the Appointment with immediate effect provided that its reasons in Clause 8 are stated in such notice.

8.3 On the termination of the Appointment for any reason, Reseller shall cease to promote, market, advertise or solicit the End Users for the Products.

9. Payment term

Our payment term is cash term. Reseller may transfer payment into our bank account:-

Standard Chartered Bank: 713194918880
Account Name: Abrand Food Manufacturing Sdn Bhd

10. Amendment

No amendment or variation of the Conditions shall be effective unless in writing and signed by a duly authorised representative of each of the parties.

11. Nature of relationship

The Appointment shall not constitute or imply any partnership, joint venture, agency or other relationship between the parties other than the contractual relationship expressly provided for in the Conditions.

I, _____ (I/C no: _____)
hereby agree to above terms and conditions.

Signature
Company: _____
Position: _____