

## **TERMS & CONDITIONS OF DEALER REGISTRATION**

**YOU MUST READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING YOUR REGISTRATION TO RICHTITAN SDN BHD (1350354-T) (COMPANY) VIA THE WEBSITE AT dealer.rudy.my (SITE). FAIL TO MEET ANY OF THOSE TERMS AND CONDITIONS, WILL BE LIABLE TO LEGAL ACTIONS AND DEALER RIGHTS BEING REVOKED.**

The COMPANY will appoint the DEALER as an authorized Dealer of **RICHTITAN SDN BHD (1350354-T)** to market its range of products in Malaysia and International if he/ she fulfilled all the criteria contained herein.

### **1) RULES AND REGULATIONS**

The DEALER shall always adhere by the Rules and Regulations set by the COMPANY. The DEALER shall also abide and follow all the operation policies set which may be revised from time to time by the COMPANY. All details in this terms & conditions are to be treated with the highest level of privacy and confidentiality.

### **2) DEPOSIT, STOCK PURCHASE**

- a) Payment of deposit has to be made in Cash or On-line Bank In into the COMPANY's account. Details of the bank account at the current moment are as follows.

**RICHTITAN SDN BHD (1350354-T)**

BENEFICIARY BANK: MAYBANK

ACCOUNT No.: 514589479175

- b) All qualified DEALER will be issued a Certificate Of Authorization.  
All qualified DEALERS shall only purchase products directly from Company.
- c) DEALER should insist on taking the purchase receipt when making a purchase.

### **3) PAYMENT, DELIVERY TERMS**

- a) Payment for the stock purchase is strictly in cash terms, either in form of cash or credit cards (where applicable).

### **4) STOCK EXCHANGE & RETURN**

- a) As a policy of the company, stock purchased could not be returned in order to refund cash.

### **5) INDEPENDENT DEALERSHIP**

- a) All DEALERS are considered as independent contractors. There is no agency or employment relationship between the COMPANY and any DEALER.
- b) A DEALER does not have the authority or the power to bind the COMPANY to any obligation or to contract in the name of the COMPANY and create a liability against the COMPANY in any way for any purpose.

- c) A DEALER shall not use the COMPANY's name, logo, slogans and trademarks without the written consent of the COMPANY.
- d) The DEALER shall not represent herself/ himself, expressly or implicitly, as an "employee" or "agent" of RICHTITAN SDN BHD (1350354-T) on any of her/ his stationery or printed materials.
- e) A DEALER shall not represent or declare, expressly or implicitly, to be the sole or exclusive DEALER for or to any particular area or territory of RICHTITAN SDN BHD (1350354-T) business.

## **6) ADVERTISING AND PROMOTIONAL ACTIVITIES**

- a) The DEALER has the responsibilities to promote, distribute and market of COMPANY'S products and maintain the reputation of the Products associated with COMPANY and not do anything which may prevent or hinder the development or cause injury to the reputation of the COMPANY'S trade.
- b) The DEALER will participate in all advertising and promotional activities as directed by the COMPANY and shall fully cooperate with the COMPANY.
- c) DEALER should not make unrealistic marketing plans and products claims to the public.

## **7) GROUND OF TERMINATION**

- a) Misrepresentation as the use, benefits, claims and/ or product information provided by the COMPANY.
- b) Selling products below suggested retail price or promotion price is also strictly prohibited. DEALER with such misconduct needs to compensate the loss of the COMPANY and facing legal actions.
- c) DEALER is allowed to sell in Malaysia and International. Parallel exports are not allowed unless received written consent from the COMPANY.
- d) DEALER shall not disclose the marketing plan and dealer price presented to you.

## **8) TERMINATION PROCEDURE**

- a) A Notice of Intent to Terminate (Show Cause Letter) will be sent to the offending DEALER stating clearly the following:
  - i. The reason for taking such action.
  - ii. The date (if applicable), place and action, negligence or omission causing grounds for termination.
- b) The offending DEALER is given 14 days to reply in writing and/ or appeal with reason(s) against the allegation.
- c) The COMPANY will suspend the Dealership at the end of the 14 days if no written reply has been received, or if there is such reply or appeal, the company after due deliberation, find it unsatisfactory.
- d) If the written reply or appeal were, after due deliberation, satisfactory justification for the act, negligence or omission, then the COMPANY will issue a letter to accept the appeal and the matter will be closed.
- e) COMPANY reserves the right to terminate DEALER privileges and rights without prior notice if DEALER has been found to have breached the terms and conditions here or Malaysian law.

## **9) Language**

- a) For official interpretation purposes, and in case of any discrepancy, the English language version will be used.
- b) In case of any inconsistency in any literature produced by the COMPANY, the English version will prevail.

Company reserves the right to change, amend, modify, suspend, continue or terminate all or any part of the TERMS & CONDITIONS at any time without prior notice to DEALER.