

ANNEXURE 2
COMMODITY TRANSACTION CONFIRMATION

THIS COMMODITY TRANSACTION CONFIRMATION (hereinafter referred to as “**this Confirmation**”) is made on the day of 20 **BETWEEN:**

- (1) **UNITED OVERSEAS BANK (MALAYSIA) BHD. (Company No. 199301017069 (271809-K))** a company incorporated in Malaysia and having a place of business at [] (“**the Bank**”); and
- (2) The party whose particulars are set out in Section 2 of the Schedule of the other part (**the “Customer”**).

RECITAL:

Pursuant to the letter of offer dated the day and year as stated in Section 1 of the Schedule hereto (“**Letter of Offer**”), and includes any amendment, variation or supplemental thereto), the Customer has purchased the commodity (“**Commodity**”) stated in Section 3 of the Schedule hereto upon the terms and conditions therein and herein contained.

IT IS HEREBY AGREED as follows:

1. The Bank sold to the Customer and the Customer has purchased from the Bank the Commodity at a sale price as stated in Section 4 of the Schedule hereto (“**Deferred Sale Price**”) and payable on deferred payment terms upon the terms and conditions herein contained.
2. The Deferred Sale Price and all other monies covenanted to be paid under the Facility shall be paid in full within the Tenure, at the time and in the manner as agreed in the Letter of Offer.
3. The Customer have purchased the Commodity unconditionally and without reservation on an “as is where is” basis and shall have no remedy against the Bank in respect of quality, condition, or otherwise in respect of the Commodity.
4. Unless otherwise stated, the reference, terms and conditions as set out in the Letter of Offer and/or the Facility Agreement are hereby repeated and shall be binding upon the Parties hereto and their successor-in-title and assigns of the Bank and personal representatives, successor-in-title of the Customer.
5. It is hereby agreed that this Confirmation is an instrument employed in one transaction to secure the payment of the Deferred Sale Price within the meaning of Section 4 (3) of the Stamp Act 1949 and for the purpose of the said section; this Confirmation is deemed to be the subsidiary instrument. Pursuant to Para 6 of the General Exemptions of the First Schedule of the Stamp Act 1949 wherein this Confirmation is an additional instrument strictly required for the purpose of compliance with the Shariah principles, this Confirmation is exempted from stamp duty.

[End of clause of the Commodity Transaction Confirmation]

IN WITNESS WHEREOF the parties have hereunto set their respective hand(s) the day and year, first above written.

THE BANK

SIGNED by)
 [])
 as Attorney for and on behalf of)
UNITED OVERSEAS BANK)
(MALAYSIA))
BHD. (Company No. 199301017069)
(271809-K)))

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SCHEDULE

(Schedule to the Commodity Transaction Confirmation)

Section	Item	Particulars
1	The Letter of Offer	Date: [] Ref No:
2	The Customer	Customer: Name: [] NRIC No.: [] Residential Address: []
3	The Commodity	Shariah compliant commodities determined by the Bank as per the e-certificate number: [] or such other evidence of ownership maintained by the Bank for this Facility. Bank's Purchase Price: RM Contracted Profit Rate: As specified in the Letter of Offer.
4	The Deferred Sale Price	RM []