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When partners turn into adversaries

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THE Employees' Provident Fund (EPF) computer withdrawal scheme may be over, but it seems that some residual "mess" surrounding the popular but shortlived scheme still lingers on.

When the scheme was still running, customers were the ones who had many complaints - mostly about late (or non-) delivery of purchased personal computers (PCs). There were also complaints about the (bad) quality of the delivered machines.

In most cases, the blame went to the suppliers/vendors but for the customers, very little was done in their favour. It seems that it is now the vendors' turn to cry foul and they claimed that their complaints have not been entertained satisfactorily.

I guess you find some truth here in the saying, What goes around, comes around.

Issues. PC retailers who participated in the scheme are complaining that the scheme's co-ordinator, Odasaja (M) Sdn Bhd, has yet to return a RM10,000 deposit that each of them paid to become an approved dealer.

Several retailers also claimed that they have not received payments from Odasaja for sales of PCs. Furthermore, they said efforts to settle the matter with Odasaja have been futile.

That's not all. It has also been claimed that some retailers are in an even more difficult position as they have no physical copies of the agreement signed between them and Odasaja.

There were about 200 retailers who took part as Odasaja's approved participating dealers under the scheme.

Reply from Odasaja. The company promises that it will keep its part of the bargain as stipulated in the Approved Participating Dealer (APD) agreement, and this includes returning the RM10,000 security deposit as well as payments of any outstanding amount for sales of PCs which have yet to be settled.

The cause of the misunderstanding has been attributed to the fact that retailers did not receive a copy of the APD agreement and thus were not able to know the content.

According to Odasaja, arrangements to distribute the agreement had been made, but the scheme was terminated before these could be carried out.

Lesson learnt. Regardless of who is at fault here, this is one messy business affair. I think both sides should take their fair share of the blame for this mess.

Isn't it necessary for one to know the contents (or terms and conditions) of an agreement before signing it? To say that one does not know what was in the agreement that one had already signed only reflects one's weakness.

I also find it rather strange that Odasaja took so long to have the APD agreement formalised. I'm sure most vendors would have signed up soon after the EPF scheme was introduced, and the scheme was on for more than two years. Don't tell me that the process of getting the agreement finalised, signed and stamped took longer than that!

Mind you, it was by no means a small business. According to Prime Minister Datuk Seri Dr Mahathir Mohamad, who is also Finance Minister, up to July 31, 2002, a total of RM2.35 billion had been withdrawn under the EPF computer withdrawal scheme.

Anyway, nothing can be done to change the current situation, but the

"tension" between the two parties (Odasaja and its former approved dealers) can be reduced (or even eliminated) when both sides really start to talk to one another - honestly and sincerely.

I believe if both sides make an effort to understand each other's needs and constraints, an amicable solution is much easier to find. After all, it is unhealthy for partners (during the "good times") to turn into enemies when the "honeymoon" period ended unexpectedly.