

TEKNICAST SDN. BHD.

General Conditions for Supply of Products – Sep 2021

GENERAL

1.1. These General Conditions shall apply to every supply and delivery made by Teknikast Sdn Bhd (“**Supplier**”). The counterparty shall be referred to as the Purchaser. Any modifications of or deviations from them must be agreed in writing. The object(s) to be supplied and/or delivered under these General Conditions is (are) hereinafter referred to as the Product. Wherever these General Conditions use the term in writing, this shall mean by document signed by the parties, or by letter, fax, electronic mail and by such other means as are agreed by the parties.

1.2. The Supplier’s deliveries and services shall only be effected in accordance with the following terms and conditions. The Supplier unequivocally rejects any changes or supplements to these terms, especially deviations from the business conditions on the part of the Purchaser that has not been approved in writing by the Supplier. With the placing of an Order, the Purchaser declares irreversibly and irrevocably that the Purchaser agrees to the Supplier’s applicable terms of delivery and sales, including these General Conditions.

1.3. The Supplier’s offers and/or quotations are non-binding. An Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order.

PRODUCT INFORMATION

2.1. All information and data contained in general product documentation and price lists, whether in electronic or any other form, are binding only when they are expressly referred to in the contract.

PRICES, PAYMENT

3.1. Unless otherwise written, prices for Product ordered shall refer to the latest price list issued that is applicable for the period when the order was placed.

3.2. Unless otherwise agreed, payments shall be made within 30 days of the date of the Supplier’s invoice.

3.3. Whatever the means of payment used, payment shall not be deemed to have been effected before the Supplier’s account has been fully and irrevocably credited.

3.4. If the Purchaser fails to pay by the stipulated date, the Supplier shall be entitled to interest from the day on which payment was due. The rate of interest shall be 8% per annum on all unpaid amounts. In any case of late payment the Supplier may, after having notified the Purchaser in writing, suspend his performance of the Contract until he receives payment.

3.5. If the Purchaser has not paid the amount due within three months, the Supplier shall be entitled to terminate the contract by notice in writing to the Purchaser and to claim compensation for all losses, damages and/or costs that the Supplier has incurred.

DELIVERY AND PASSING OF RISK

4.1. The Supplier shall deliver the Product to the location as set out in the Delivery Order (Delivery Location) and in accordance with the INCOTERM referred to in the Delivery Order (in the absence of written agreement to the contrary) at any time after the Supplier notifies the Purchaser that the Product are ready.

4.2. The risk of the Product passes to the Purchaser or the Purchaser’s appointed agent in accordance with the INCOTERM referred to in the Delivery Order, even if only partial deliveries have been made. In the event that the Purchaser self collects the Product, the risk passes to the Purchaser at the time when the notice of readiness for shipment is issued to the Purchaser.

TIME FOR DELIVERY AND DELAY

5.1. If the Supplier anticipates that he will not be able to deliver the Product at the time for delivery, he will forthwith notify the Purchaser thereof in

writing, stating the reason, and, if possible, the time when delivery can be expected.

5.2. The Supplier shall not be liable for any delay in delivery of the Product that is caused by a Force Majeure Event or the Purchaser's failure to provide the Supplier with adequate delivery instructions or any other relevant instructions for the supply of the Product.

5.3. If the Purchaser anticipates that he will be unable to accept delivery of the Product at the delivery time, he shall forthwith notify the Supplier in writing thereof, stating the reason and, if possible, the time when he will be able to accept delivery. If the Purchaser fails to accept delivery at the delivery time, he shall nevertheless pay any part of the purchase price which but for the cancellation of the delivery would have become due.

5.4. The Supplier shall arrange for storage of the Product at the risk and expense of the Purchaser.

5.5. The Supplier shall also, if the Purchaser so requires, insure the Product at the Purchaser's expense.

5.6. Unless the Purchaser's failure to accept delivery is due to the Force Majeure Event, the Supplier may by notice in writing require the Purchaser to accept delivery within a final reasonable period. If the Purchaser fails to accept delivery within such period, the Supplier may by notice in writing terminate the contract in whole or in part. The Supplier shall then be entitled to compensation for all losses, damages and/or costs that the Supplier has suffered by reason of the Purchaser's default.

RETENTION OF TITLE

6.1. The Product shall remain the property of the Supplier and the title to the Product shall only pass to the Purchaser upon the Supplier's receipt of payment in full (in cleared funds). The Purchaser shall take all necessary measures to protect the Supplier's title to the Product in the country concerned. The retention of title shall not affect the passing of risk under Clause 4.2.

6.2. In the event that the Supplier had yet to receive payment in full (in cleared funds) and the Product is converted into a new product whether or not such conversion involves the admixture of any other goods or thing whatsoever and in whatever

proportions, the conversion shall be deemed to have been effected on behalf of the Supplier and the Supplier shall have the full legal and beneficial ownership of the new products. If the converted Product are sold to third parties or customers of the Purchaser, the Purchaser shall remit such amount of proceeds from the sale of the converted Products up to the sum of any outstanding sum due and owing to the Supplier.

6.3. In the event of Clause 6.2 and the remitted proceeds of the converted Product are not sufficient to discharge the outstanding sum due and owing to the Supplier, the Purchaser shall be liable for any balance outstanding sum due and owing to the Supplier.

LIABILITY FOR DEFECTS

7.1. The Purchaser shall without undue delay inspect the Product upon delivery for conformance to all agreed specifications between parties and for any other defects that would have been discoverable during the aforementioned inspection ("**Initial Inspection**"). Any such non-conformance or defects, whether discovered during the Initial Inspection or not, shall be notified to the Supplier promptly in writing and in any event, no later than within 1 week from delivery of the Product.. The notice shall contain sufficient description of the non-conformance or defects. If the Purchaser fails to notify the Supplier of any discoverable or discovered non-conformance or defects from the Initial Inspection, within the time limit set forth in this Clause, the Purchaser shall lose its right to have such non-conformance or defects remedied.

7.2. For defects or non-conformance that were not discoverable during the Initial Inspection, the Supplier's liability is limited to defects or non-conformance which are notified in writing by the Purchaser to the Supplier within a period of one year from the date of delivery. The Purchaser shall have the obligation to show that such alleged defects or non-conformance could not have been discovered during the Initial Inspection.

7.3. Supplier may at its discretion choose to remedy the defective parts by repair, replacement or refund of purchase price. Supplier's maximum liability for the defective Product sold shall not exceed the purchase price of the said Product.

7.4. Unless otherwise agreed, necessary transportation of the Product and/or parts thereof

to and from the Supplier in connection with the remedying of defects for which the Supplier is liable shall be at the risk and expense of the Supplier. The Purchaser shall follow the Supplier's instructions regarding such transportation.

7.5. Unless otherwise agreed, the Purchaser shall bear any additional costs which the Supplier incurs for repair, dismantling, installation and transport in the event that the Product is located in a place other than the destination stated in the contract or – if no destination is stated – the place of delivery.

7.6. Defective parts which have been replaced shall be the property of the Supplier and the Supplier has the right to retain such defective parts.

LIMITATION OF LIABILITY

8.1. The Supplier shall under no circumstances whatsoever be liable to the Purchaser, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, loss of goodwill, loss of opportunity or any indirect or consequential loss arising under or in connection with the contract.

8.2. The Supplier's total liability to the Purchaser in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the applicable price paid by the Purchaser for the Product from which the claim arises.

FORCE MAJEURE EVENT

9.1. For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, insurrection, requisition, confiscation, embargo, restrictions in power consumption, restrictions on foreign exchange and exports, epidemic, natural disaster, extreme natural events, terrorist acts, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, declaration of state of Emergency, accident, breakdown of plant or machinery, haze, fire, flood, storm or default of suppliers or subcontractors.

9.2. The Supplier shall not be liable to the Purchaser as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

GOVERNING LAW

10.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Malaysian law.

JURISDICTION

11.1 Each party irrevocably agrees that the Malaysian courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).