1. Scope: Offers. Unless otherwise agreed in writing, and to the fullest extent permitted by law, these General Conditions of Sale and Delivery (the "Conditions") apply exclusively to every Contract (as defined below) to the exclusion of any other terms and conditions, whether incorporated or offered for use, to which we refer in our order confirmation or in correspondence. The offer (the "Quotation") to which these Conditions are attached or which incorporates these Conditions shall be the only offer, and shall be subject to the terms and the terms in the Quotation. The Purchaser's acceptance of any request or response to such an offer (regardless of the media or means of acceptance or response) shall be limited to purchasing the Goods ordered in the Quotation (unless otherwise agreed in writing). If the Purchaser passes or accepts the Order (and any documents in Writing from the Purchaser to us) shall take effect as the Purchaser's offer to purchase the Goods on these Conditions and the terms in the Quotation (the "Quotation Offer"). This offer is only for the Offer as set forth in the Quotation, subject to our Order acceptance order confirmation in Writing or fulfilling the Order. "Contract" as used herein shall mean an agreement to contract to sell the Goods ordered in the Quotation, subject to these Conditions and the Quotation (if any) and the acceptance thereof by the Purchaser. Unless expressly approved by us in Writing, any additional or conflicting terms or conditions contained in the quotation or mutually agreed cancellation of a Contract, shall be made in Writing. Otherwise, the quotation or mutually agreed cancellation shall not be amended.

2. Form. As used herein, (i) "In Writing" means in text form (including email, facsimile and, unless otherwise agreed, original signed or hand-written letters and telegrams), and (ii) "Written Form" means a document hand-signed by our authorized representative(s). Any amendment or supplement to these Conditions and/or any clause thereof and/or the Contract, and any termination or mutually agreed cancellation of a Contract, shall be made in Writing. Otherwise, the Contract constitutes the entire agreement between the parties in relation to its subject matter.

3. Advice and Services. All technical advice, services and recommendations by us and our affiliates are given in our discretion and subjective judgment, and are intended for use only by suitably qualified and skilled persons having the relevant knowledge and expertise to evaluate such advice, services and recommendations. All technical advice, services and recommendations, given at our discretion and subjective judgment, is at its own risk, and we assume no responsibility for the use thereof, and in no event excluding, without limitation, anything herein, we disclaim all and any liability, to the maximum extent allowed by law, for any errors or omissions in the technical advice, services or recommendations offered by the Purchaser or decision (exercised freely), to place reliance on our technical advice, services and recommendations.

4. Prices. Unless otherwise agreed in Writing by us, our prices are quoted in Malaysian ringgit (MYR) Ex Works (in accordance with INCOTERMS® 2020) and do not include the packaging costs. Goods and Services Tax (GST), and all other taxes, duties, levies, charges or other governmental charges applicable to the purchase of, sale and delivery of the Goods from us, shall be payable in addition to the statutory rate in effect on the date of the invoice, and shall be borne solely by the Purchaser.

5. Sale of Goods. Unless otherwise agreed in Writing by us, the Purchaser shall within fourteen (14) days of issuance of the invoice by us (the "Due Date") effect payment of such invoice, without deduction, in MYR via electronic bank transfer to a Malaysian bank account nominated by us. Delay in payment will result in the Purchaser being responsible for interest at a rate of eight percent (8%) per annum on the outstanding amount of any overdue invoices, which accrues from the Due Date till the date on which the payment of the invoice, together with all interest, accrued, is received in full by us. In addition, in the event non-payment exceeds fourteen (14) days from the Due Date, the Purchaser shall at our option and without prejudice to our rights under the Contract and, for the avoidance of doubt, no delivery of the Goods ordered by the Purchaser prior to such termination shall be made to the Purchaser. Set-off by the Purchaser is permitted only for claims that are undisputed or have been upheld by final decision of a court of competent jurisdiction. We may at any time, without limiting our other rights or remedies, suspend or cancel delivery of the Goods or terminate the Contract, or refuse to deliver the Goods, if the Purchaser fails to pay any invoice when due, or pursuant to our reasonable judgment, where any shortfall arising as a result of a Force Majeure Event. Should we acquire goods purchased under the Contract, we reserve the right to retain, dispose of, sell, reduce operation of, equipment in order to protect the safety of people or the environment, or any circumstances beyond the reasonable control of the party alleging termination. In the event of termination, we may require the party affected by its obligations, save for any payment obligations, to perform under this Contract for the period of and to the extent such Force Majeure Event forces us to perform the obligations of the Contract that we determine, the Purchaser may also continue to perform the obligations of the Contract that we determine, the ForcMajeure Event, to the extent we reasonably believe is necessary to fulfill obligations under the Contract. If there is a shortfall in the extent of the Goods due to a Force Majeure Event, we may apportion any reduced quantity of Goods among ourselves, our affiliates and customers in a reasonable manner (but otherwise, in our sole discretion), taking appropriate account of the amount and extent of the shortfall, the availability of other Goods, or we may refuse to deliver the Goods, if, in our reasonable judgment, the shortfall is likely to cause serious inconvenience to the buyer, and we may suspend or discontinue the supply of any other Goods. If the Force Majeure Event becomes permanent, we may cancel the Order, and we shall not be liable for any loss, damage, or any other consequential loss, or any increase in cost incurred in connection with the supply of the Goods, and we shall be entitled to claim from the Purchaser an amount equal to the difference between the price paid to us and the reasonable market value of the Goods at the time of delivery or, if we do not deliver the Goods, an amount equal to the difference between the price paid to us and the reasonable market value of the Goods at the time of the Force Majeure Event. If the Contract is terminated under a Force Majeure Event, the Purchaser shall be entitled to receive a refund of any amount paid by us to the Purchaser for any losses, damages and/or costs, under any circumstances, for any action or decision taken by us, including this action or decision is found to be reasonable or not, under any circumstances, or for whatever reason.

1. Product Information. Unless otherwise agreed in writing by us, the contract and the Goods shall be delivered Ex Works from our designated shipping point (in accordance with INCOTERMS® 2020). Unless expressly agreed otherwise in a Contract, only the goods described in the Quotation shall be delivered. We shall ship the Goods to the Purchaser at the Purchaser's risk and cost, by the method of carriage chosen by us. The Cost of delivery is at the sole discretion and risk of the Purchaser. We shall have no obligation to do anything other than deliver the Goods to the place nominated by the Purchaser and no right to refuse to deliver the Goods to the place nominated by the Purchaser.

2. Risk of Loss, Shipment, Title. Unless otherwise stated in the Contract, the Goods shall be delivered Ex Works from our designated shipping point (in accordance with INCOTERMS® 2020). Unless expressly agreed otherwise in a Contract, only the goods described in the Quotation shall be delivered. We shall ship the Goods to the Purchaser at the Purchaser's risk and cost, by the method of carriage chosen by us. The Cost of delivery is at the sole discretion and risk of the Purchaser. We shall have no obligation to do anything other than deliver the Goods to the place nominated by the Purchaser and no right to refuse to deliver the Goods to the place nominated by the Purchaser.

3. Price. Unless otherwise agreed in Writing by us, our prices are quoted in Malaysian ringgit (MYR) Ex Works (in accordance with INCOTERMS® 2020) and do not include the packaging costs. Goods and Services Tax (GST), and all other taxes, duties, levies, charges or other governmental charges applicable to the purchase of, sale and delivery of the Goods from us, shall be payable in addition to the statutory rate in effect on the date of the invoice, and shall be borne solely by the Purchaser.

4. Price. Unless otherwise agreed in Writing by us, our prices are quoted in Malaysian ringgit (MYR) Ex Works (in accordance with INCOTERMS® 2020) and do not include the packaging costs. Goods and Services Tax (GST), and all other taxes, duties, levies, charges or other governmental charges applicable to the purchase of, sale and delivery of the Goods from us, shall be payable in addition to the statutory rate in effect on the date of the invoice, and shall be borne solely by the Purchaser.

5. Payment. Unless otherwise agreed in Writing by us, our prices are quoted in Malaysian ringgit (MYR) Ex Works (in accordance with INCOTERMS® 2020) and do not include the packaging costs. Goods and Services Tax (GST), and all other taxes, duties, levies, charges or other governmental charges applicable to the purchase of, sale and delivery of the Goods from us, shall be payable in addition to the statutory rate in effect on the date of the invoice, and shall be borne solely by the Purchaser.

6. Delivery. Unless otherwise agreed in Writing by us, our prices are quoted in Malaysian ringgit (MYR) Ex Works (in accordance with INCOTERMS® 2020) and do not include the packaging costs. Goods and Services Tax (GST), and all other taxes, duties, levies, charges or other governmental charges applicable to the purchase of, sale and delivery of the Goods from us, shall be payable in addition to the statutory rate in effect on the date of the invoice, and shall be borne solely by the Purchaser.

7. Force Majeure. Events or circumstances beyond the reasonable control of the party alleging termination of the Contract, including but not limited to acts of God, fire, explosion, flood, war, acts of terrorism, acts of governments or military authorities, strikes, lockouts, accident, extreme weather conditions, failure of usual sources of raw materials or manufacturing facilities, delay or failure in manufacturing, handling or Delivery of the Goods, or internally produced intermediates or raw materials required for the manufacture of, or materials required to manufacture the Goods, or inability to reduce operation of, equipment in order to protect the safety of people or the environment, or any circumstances beyond the reasonable control of the party alleging termination of the Contract.
tion. For the avoidance of doubt, if the Purchaser does not notify us in Writing of any defect within such time period, the Purchaser shall be deemed to have waived its right to inspect the Goods, and the reading done by us on the Goods at our discretion shall be final and conclusive evidence of such facts stated therein, and its accuracy shall not be disputed by the Purchaser under any circumstance.

If the Purchaser knowingly accepts defective Goods, the Purchaser shall only be entitled to raise a claim for such defects if it has expressly reserved such rights in Writing upon receipt of the Goods.

13. Rights of Purchaser in Case of Defects. Defect claims shall only be valid if the deviation of Goods from the agreed product description, specifications, non-conformity, or defects is substantial and material; or, if the usability of the Goods is substantially and materially reduced and the defect is a defect not repaired by direct remedy or by the Purchaser's action (omissions or use, including but not limited to the risk of proper storage facilities), or fair wear and tear. In the event of justified and rightfully raised suspicions relating to the Goods, the Purchaser has to advise the Purchaser in Writing, to either replace or repair the defective Goods or refund the price of the defective Goods. We shall always be granted a reasonable period of time to provide such replacement, repair or refund of the Goods.

14. Limited Warranty; Liability.

14.1 We make no representation or warranty of fitness of the particular purpose or of any kind, express or implied. We shall, by purchasing the Goods from us, hereby represents that it has made its own informed decision seeking independent legal advice. If it deems necessary to purchase the Goods and has not relied on any representation (whether oral or written) made by any person or firm in Writing, or believes that the Goods have been sold and the delivery thereof and such registration has not met for any reason whatsoever; or (vi) a condition under Clause 16.1 is changed in control of the Purchaser which in our reasonable opinion, adversely affects the Purchaser in breach of the Contract (including but not limited to a breach under Clause 16.2); (ii) there is a material change in the performance of the contract by us; (iii) the Purchaser is in breach of the contract (including but not limited to a breach of contract which, notwithstanding any of our rights or remedies shall be governed by the laws of Malaysia. The United Nations Convention on Contracts for the International Sale of Goods (CISG) dated 11 April 1980 or any subsequently enacted treaty or convention shall not apply to or govern the Contract or the performance thereof or any aspect of any dispute arising therefrom.

18. Place of Jurisdiction. The Purchaser and we irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.

28. Miscellaneous. No Assignment. The Purchaser may not assign, transfer, charge or deal in any other manner with any of all or its rights or obligations under the Contract without prior consent in Writing. Any assignment or attorned assignment in contravention of the foregoing shall be null and void, shall be con-