

1. General - Scope

(1) All business dealings with us shall be governed solely by our General Purchasing Terms and Conditions ("GPTC"). Any general terms and conditions of the Buyer which deviate from, conflict with or supplement our GPTC shall only become part of the contract if we have expressly agreed to their applicability in writing.

(2) Our GPTC shall apply even if we accept the Supplier's delivery without objection, despite being aware of the Supplier's differing or contradictory terms and conditions.

(3) Our GPTC shall apply for all existing and future contracts with the Supplier without the need for renewed or express reference.

(4) Our GPTC shall apply to all business entities including companies and partnerships, statutory bodies and public institutions.

2. Offers

(1) Unless otherwise agreed in writing in each particular case, the Supplier shall be bound by its offer for a period of three weeks from the date the offer was issued.

(2) Verbal agreements shall not be binding on us unless we have expressly confirmed such an agreement in writing.

3. Ordering of Goods

(1) We will place order based on the agreed terms and our purchasing terms and conditions of the quality of goods previously supplied or (a) the quality of the samples in accordance with the specification set out in our raw materials data sheet given to you or the specification agreed on with you or

(b) the quality of the samples provided. Any deviations from the agreed quality or specification must be notified to us in writing and in a timely manner.

(2) We require a binding confirmation of the order within two working days from the receipt of our order.

(3) The Supplier shall immediately provide us the declaration or relevant documentation for the product ordered.

4. Delivery Time

(1) The agreed delivery date or the agreed delivery deadline shall be binding. The compliance of the delivery date or delivery deadline shall be determined based on the date of receipt of goods by us.

(2) The Supplier shall be obliged to notify us in writing without delay upon becoming aware of any circumstances that may prevent delivery by the agreed delivery date or if a deadline cannot be met.

(3) If Supplier fails to notify us in a timely manner or does not notify us at all on the late delivery, and such failure is attributable to the Supplier, the Supplier shall, without prejudice to any other rights or remedies available to us by law, be liable to

compensate us for any loss arising from the late or lack of notification.

(4) The acceptance of delayed deliveries and services shall not be construed as a waiver of our claim to compensation, damages, or pursue other legal remedies. Any delay shall not prejudice our rights under the GPTC or applicable law and the Supplier shall remain liable for any losses, costs, or damages incurred as a result of such delay.

5. Deliveries (General Cargo), Transfer of Risk

(1) The delivery within Malaysia shall be on carriage paid basis to the location indicated in the order. If the place of destination is not specified and nothing else has been agreed, please contact our registered office in Johor via info@struktol.my. The agreed destination shall be the place of performance for the delivery and any subsequent delivery obligation.

(2) Unless otherwise agreed, each delivery shall be accompanied by the delivery note in duplicate, packing note, cleaning certificates and testing certificates in accordance with the agreed specifications and other necessary documents. All shipping documents and, in case of packaged goods, the outer packaging shall state, so far as this is known, the order number, gross and net weight, number of packages, type of packaging (disposable / reusable), date of production completion, delivery destination (unloading point), full details of consignee as well as installation construction in full.

(3) The risk of accidental loss and accidental deterioration of the goods shall pass to us upon unloading and acceptance of the goods at the place of performance.

6. Documents, Delivery Quantities, Partial Deliveries

(1) The Supplier shall be responsible to procure all the requisite shipping documents and related documents at its own expense and shall provide these documents in a timely manner. If acceptance of the delivery is contingent upon such documents, we shall not be deemed to be in default of acceptance if the Supplier fails to provide such documents in a timely manner, including a reasonable period for our examination of the same.

(2) Settlement of the quantity supplied shall be based on the acceptance report issued by our goods receiving department.

(3) Without our prior written consent, the Supplier shall not make partial deliveries.

7. Tanker Deliveries

(1) In the case of tanker deliveries, the driver must carry the cleaning certificate and the previous loads certificate for the tanker.

(2) For multi-chamber tankers, the cleaning certificate for each chamber and hoses must be carried.

(3) For multi-chamber tankers, the shipping documents must clearly state the product loaded in

each respective chamber.

8. Call-off Orders

If a call-off order is agreed with the Supplier, the Supplier shall be bound to hold the call-off quantities and to deliver them on the agreed delivery date.

9. Accepting Delivery, Force Majeure

(1) We shall be released from our obligation to accept delivery if we suffer operational disruptions as a result of a force majeure event or other unforeseeable events at the time of conclusion of the contract and any offer from the Supplier to perform shall not put us in default of acceptance. Force Majeure event includes fire, explosion, flood, lightning, Act of God, act of terrorism, war, rebellion, riot, sabotage, strikes, lockouts, labour disputes, a delay in the supply of goods to us from our suppliers, official directives, pandemics, epidemics or events or circumstances beyond our control.

If, at the specific request of the Supplier or according to a corresponding agreement, we provide technical assistance during delivery and provide equipment and/or staff, we will charge such services to the Supplier at our prices or pay rates. We shall be entitled to deduct the corresponding amount from the Supplier's invoice accordingly.

10. Modifications to the Delivery Item

If, for whatever reason, the Supplier wishes to make modifications to the delivery item, including its design, technology, formulation or any other specifications deviating from the standards stated in the contract, such modification shall require our prior written consent.

11. Transport, Packaging, Packaging Material

(1) We shall be entitled to issue binding requirements with regard to the packaging, the means of transport, the transport route and the transport insurance.

(2) The Supplier shall protect our interests diligently during shipment. The goods shall be packed using packaging materials permitted at the destination in such a way that damage in transit is avoided. The Supplier shall be liable in accordance with applicable statutory provisions for any damage resulting from improper packaging.

(3) If we have permitted the Supplier to choose the means of transport, the transport route or the method of shipping, the Supplier shall be bound, in particular if transporting dangerous goods, to observe and comply with all applicable statutory provisions and regulations.

(4) If transporting dangerous goods, the Supplier shall further be bound to label, pack and ship the goods and ensure the means of transport and packaging in compliance with all applicable national and international statutory provisions and regulations. This shall apply irrespective of whether

the shipping is arranged at our expense.

(5) If we have permitted the Supplier to choose the means of transport, the transport route or the method of shipping, and if we bear the costs of shipping, the Supplier shall be bound to select the most economical shipping option, taking into account the security, delivery speed and cost. If the goods are dispatched using a more expensive method of shipping even though a less costly, but equally quick and secure method of shipping would have been available, we shall be entitled to deduct the difference in cost from the Supplier's invoice, provided we can demonstrate the lower shipping costs.

(6) If the Supplier charges us the costs of packaging material, regardless of the type, we shall be entitled to return such material to the Supplier as soon as it becomes usable again. If goods are delivered in returnable containers, the Supplier may not charge us the costs of such containers. Once emptied, the returnable containers shall be made available for collection, which the Supplier shall perform or arrange at its own expense. If no collection is made by the Supplier within the industry practice, we shall be entitled to return the containers carriage forward.

(7) The Supplier must pack, label and ship dangerous products in compliance with all applicable national and international statutory provisions and regulations. The Supplier shall fulfil all obligations according to the Occupational Safety and Health (Classification, Labelling and Safety Data Sheet of Hazardous Chemicals) Regulations 2013 (CLASS Regulations) and other applicable laws and regulations that apply to us in relation to the delivery of the goods. In particular, the Supplier shall provide a safety data sheet in accordance with CLASS Regulations in the language of the recipient country.

12. Payment for Unloaded Cargo

If, through no fault of our own, transport containers cannot be fully unloaded/emptied despite reasonable efforts, we shall be entitled to deduct the value of the remaining goods from the total amount invoiced.

13. Occupational Health and Safety Requirements

The Supplier undertakes to deliver the goods (device, article, raw material) in compliance with the applicable Occupational Safety and Health Act 1994 and other applicable law and regulations governing hazardous materials and hazardous goods.

14. Approval of Samples

If goods are produced for us in accordance with our specifications, production shall only commence after we have inspected and approved the agreed reference samples.

15. Inspection for Defects, Warranty

(1) We shall inspect the goods within a reasonable

period for any deviations in quality or quantity. Assessment of the quality shall be based on the acceptance report issued by us after acceptance of the goods and completion of quality control. The acceptance report shall be issued without undue delay insofar as reasonably practicable in the ordinary course of business. Complaints shall be considered submitted timely if it is received by the Supplier within five working days from the receipt of the goods.

(2) We shall have all statutory warranty rights available under applicable law, including but not limited to the Sale of Goods Act 1957.

(3) The warranty period shall be 24 months from the date of delivery.

(4) Without prejudice to our statutory rights and other applicable regulations, the following shall apply: If the Supplier fails to fulfil its obligation to provide subsequent performance -whether through rectifying the or by delivering a defect-free replacement - within a reasonable period set by us, we shall be entitled to remedy the defect ourselves and claim compensation from the Supplier for the expenses or demand an advance payment. If the Supplier's subsequent performance is unsuccessful or unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or the threat of disproportionate damage), a deadline need not be set. In such cases, we shall notify the Supplier without delay, if possible, in advance.

(5) If the goods delivered do not meet the occupational health and safety requirements pursuant to section 13, and if we are not presented with certification confirming that the goods are different but of equivalent quality, we shall be entitled, at our option, to demand either replacement delivery or rectification. This shall apply mutatis mutandis if orders are executed on behalf of our contractors.

16. Responsibility of the Supplier, Third-party Property Rights, Product Liability

(6) Unless expressly regulated otherwise in these GPTC, the Supplier shall be liable for any culpability of its own and any culpability of its representatives, employees and other vicarious agents. This liability shall extend to all cases of personal injury and damage to property, whether direct or indirect, including in particular loss of earnings.

(7) The Supplier shall be liable for any infringements of third-party intellectual property rights and copyrights arising from or in connection with its delivery, to the extent such infringement is attributable to the Supplier. In the event of an infringement of intellectual property rights or copyrights for which the Supplier is responsible, we shall be entitled, after issuing written notice and upon expiry of a reasonable period, to obtain, at the Supplier's expense, the necessary approval from the rights holder for the use of the goods and services protected by such rights.

(8) If third parties bring claims against us on account of an infringement of intellectual property rights or

copyrights for which the Supplier is responsible, the Supplier shall be bound to fully indemnify us and keep us fully indemnified against such claims at our first written request. We shall not enter into any agreements with such third parties, in particular agreements involving a settlement, without the consent of the Supplier. The Supplier's obligation to fully indemnify and keep us fully indemnified shall apply to all expenses that we necessarily incur because of or in connection with the third-party claim.

(9) If product liability claims are brought against us due to defects in the goods supplied by the Supplier, the Supplier shall be fully liable to indemnify and compensate us for resulting costs, damages, and claims, provided that the defect originates within the Supplier's sphere of control and responsibility. The Supplier shall assume liability in dealings with third parties and shall indemnify us against any legal or financial consequences arising from such claims.

17. Invoices and Delivery Notes

(1) Invoices must be sent to us in triplicate by separate post. They must not be enclosed with the delivered goods.

(2) A single delivery note shall be enclosed with the delivered goods.

(3) We can only process invoices and delivery notes if they conform to the relevant statutory requirements. They must also contain a precise description of the scope of the supply including article name, type, quantity, etc. as well as our exact order details. The Supplier shall bear responsibility for all consequences arising from failure to comply with this obligation unless it demonstrates that it was not responsible for them.

18. Prices, Payment Terms

(1) The price stated in the purchase order shall be binding. Unless otherwise agreed in writing, the price stated shall be deemed to include delivery on a "carriage paid" basis, inclusive of packaging costs. The return of the packaging/returnable containers shall be subject to a separate agreement.

(2) Unless otherwise expressly agreed, all prices shall be quoted to us net and with applicable tax at the prevailing rate itemised separately and shall include the costs of packaging.

(3) Unless otherwise agreed in writing, we will pay the purchase price within 30 days from the receipt of the invoice.

(4) The payment terms agreed with the Supplier shall apply. If no payment terms are agreed, the terms indicated on our orders shall be applicable. Notwithstanding Section 18(3), payments are always subject to invoice verification.

(5) If payment in advance has been agreed, the Supplier shall be bound to furnish us with appropriate security, the form and adequacy of which shall be determined by us.

19. Setoff, Right of Retention

(1) We shall be entitled to set-off any claims to

which we are entitled against claims of the Supplier.

(2) The Supplier is only entitled to set-off if its counterclaims have been finally adjudicated by a court of competent jurisdiction or are undisputed.

(3) The Supplier may only exercise its right of retention to the extent that its counterclaims arise directly from the same contractual relationship.

20. Proof of Origin, Long-term Supplier Declaration Export Control

(1) The Supplier of originating goods within the meaning of Article 26 of ASEAN Trade in Goods Agreement undertakes to provide an independent and unsolicited, annual long-term Supplier declaration or negative declaration stating the country of origin of the goods delivered by the Supplier. The long-term Supplier declaration or negative declaration must be sent to our Purchasing department. Please send the documents by email to info@struktol.my.

(2) The Supplier undertakes to maintain proof of origin of the goods, and to provide us in a timely manner with all the required statements regarding the preferential origin of the goods and their origin according to commercial law (in the form of a long-term Supplier declaration or certificate of origin) and notify us immediately any unsolicited change of origin. If necessary, the Supplier shall provide evidence of its information regarding the origin of the goods in the form of an information certificate confirmed by relevant customs authorities, whereby the obligations of the Supplier under this paragraph shall apply both for goods of non-preferential origin and preferential origin. If the Supplier fails to comply with this obligation, it shall be liable for all damage arising therefrom.

(3) In the event that the country of origin of the goods changes in the course of ongoing business relationship, the Supplier shall without delay submit an updated version of the long-term Supplier declaration or negative declaration to our Purchasing department by a separate letter.

(4) The Supplier shall be responsible for ensuring that applicable export control laws and regulations, domestic and foreign, in connection with its deliveries and services are strictly observed.

(5) If, at the time of delivery, the goods delivered, whether as standalone items or components, are subject to prohibitions under the Control of Imports and Exports Act 1968, the current export control regulations or any other national or international law, the Supplier shall be obligated to notify us in writing without delay.

21. Conformity to Regulations

Compliance with our rules of conduct constitutes a fundamental business requirement for all contractual relationships between us and our contractual partners. If a contractual partner repeatedly engages in unlawful conduct or

continues such behavior despite receiving notice and fails to demonstrate that the violation of the law has been remedied to the fullest extent possible, and reasonable measures have been implemented to prevent future violations, we reserve the right to withdraw from existing contracts or to terminate them with immediate effect without further notice. Such termination shall be without prejudice to any other rights or remedies available to us under applicable laws and regulations.

(1) Sustainability and Occupational Safety

The Supplier shall comply with the generally recognized principles of economic, ecological, social and ethical sustainability. In addition, the Supplier undertakes to comply with all applicable statutory requirements and regulations in dealing with employees, environmental protection and occupational safety and to work on reducing adverse effects of its activities on people and the environment.

The Supplier shall ensure that its deliveries and services comply with the Occupational Safety and Health Act 1996, its relevant regulations and other safety-related/relevant rules applicable at our premises or at other places of performance so that adverse effects on people and the environment are avoided or reduced.

The Supplier will ensure that his company will abide by the observance of human rights in accordance with the European Convention on Human Rights (ECHR), applicable law and regulation regulating human rights, the prohibition of child labour and forced labour, protection against inhumane working conditions through appropriate limitation of working hours, as well as the legal requirements on minimum wages and health protection.

(2) Environmental Protection

The Supplier must comply with all applicable and relevant regulations on the handling and marketing of hazardous substances, including but not limited to the Environment Quality Act 1974 and its regulations, Occupational Safety and Health 1994 and its regulations.

Furthermore, the Supplier shall comply with the relevant statutory requirement and regulations for the disposal of waste and residual materials, including Environmental Quality (Scheduled Wastes) Regulations 2005 and inform us of any product treatment/storage/disposal requirements.

(3) Energy

We aim to continuously improve our energy-related performance. One of our basic rules of conduct is therefore to produce in an energy-compatible manner and to reduce our energy consumption.

In the future, we would like to give preferential to energy-optimised products and services. We ask Suppliers to take this into account in future offers to us. We would therefore like to inform the Supplier that, for future cooperation we will examine and evaluate offers from our Suppliers with consideration to their, among other things, influence on our energy-related performance. This means that products and services that lead to a

more efficient use of energy will be evaluated positively and given preference during the economic evaluation.

22. Quality, Audits

(1) The Supplier shall carry out and maintain an effective quality assurance system and provide us with evidence of the same upon request. For this purpose, the Supplier shall use a quality assurance system with the elements of ISO 9000 ff. or equivalent.

(2) We shall be entitled to inspect the Supplier's quality assurance system ourselves or through third parties commissioned by us upon reasonable notice.

(3) The Supplier is obliged to cooperate in such audit.

(4) If an audit reveals that the Supplier failed to comply with the agreed quality standards, the Supplier must take measures to comply with the agreed standards.

23. Subcontractors

Subcontractors may only be engaged with our prior written consent. Such consent may not be refused without objective reason. An objective reason shall be deemed to exist, in particular, if safety requirement or relevant product-related requirements are not complied with. The Supplier must impose on the subcontractor all obligations with regard to the tasks assumed and shall ensure that the subcontractor complies with the obligations the Supplier has towards us.

24. Confidentiality, Data Protection

(1) The Supplier undertakes to keep strictly confidential all information, knowledge and documents, such as, technical and other data, personal data, measured values, technology, recipes, operating experience, trade secrets, know-how, drawings and other documentation (hereinafter referred to as "Information") received from us or otherwise disclosed from our sphere or from the sphere of a company in our group, the Supplier shall not make them accessible to third parties and to use them only for the purpose of processing the respective order/contract. The confidentiality obligation shall not apply to: (a) information which was already publicly known at the time of disclosure of the information, (b) it can be proven that the contractual partner have already lawfully received or obtained such information from third parties prior to disclosure, if these third parties in turn acquired or disclosed the information lawfully and not in breach of a confidentiality agreement, or (c) the disclosure of which is the consequence of a mandatory legal obligation, provided that the Supplier shall inform us of such disclosure.

(2) The Supplier undertakes to immediately return to us all information physically transmitted hereunder, such as documents, samples, specimens or the like, upon our request, without retaining any copies or records, as well as to

immediately destroy his own records, compilations and evaluations containing the information upon our request and shall confirm such destruction to us in writing.

(3) We are entitled to ownership and all intellectual property rights to our information.

(4) The Supplier is obliged to observe and comply with all applicable data protection law and regulations in the version valid at the time. The Supplier must instruct all employees in accordance with the relevant provisions of data protection law and obligate them to maintain data secrecy. These declarations of commitment shall be presented to us on request.

25. Applicable Law, Place of Performance and Jurisdiction

(1) All contractual obligations, their fulfilment and the claims arising therefrom shall be governed by and construed in accordance with the laws of Malaysia.

(2) Unless otherwise expressly agreed, the place of performance for all claims arising from the business relationship shall be Johor/Malaysia.

(3) In the event of any dispute arising out of or in connection with the business relationship, parties hereby submit to the exclusive jurisdiction of the courts of Malaysia.

26. Written Form

Amendments and additions to this GPTC, including any waiver of the requirement for written form, must be made in writing.

27. Severability

The invalidity, illegality or unenforceability for any reason of any part of these terms and conditions shall not prejudice or affect the validity, legality or enforceability of the remaining terms.

The invalid provision shall be replaced by a valid provision that most closely reflects the intended purpose of the original provision.

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