

1 General Scope

(1) These General Sales and Delivery Terms and Conditions (GSDTC) shall apply to all business entities including companies and partnerships, statutory bodies and public institutions.

(2) Our GSDTC shall apply exclusively. Any general terms and conditions of the Buyer which deviate from, conflict with or supplement our GSDTC shall only become part of the contract if we have expressly agreed to their applicability in writing. Our GSDTC shall continue to apply even if we provide service to the Buyer with the knowledge of the Buyer's terms and conditions of business which conflict with or deviate from our GSDTC. They shall also apply to all future deliveries, services or offers to the Buyer, even if they are not separately agreed upon again.

2 Offer, Acceptance

(1) Orders of the Buyer shall only become binding upon our written confirmation or text confirmation.

(2) All offers on our part are subject to change and non-binding, unless they are expressly stated to be binding or contain a specific period for acceptance.

3 Product Quality, Samples and Specimens, Warranties

(1) Unless otherwise agreed, the quality of the goods shall be determined exclusively in accordance with our product specifications. Identified uses of the goods according to any regulation shall not constitute or imply an agreement as to the contractual quality of the goods or a use implied under the contract.

(2) The properties of samples and specimens shall only be binding if they have been expressly agreed as the quality of the goods.

(3) Information on quality and durability, or other product attributes shall only constitute a warranty if such information expressly specifies the scope, duration and territorial applicability of the warranty in a sufficiently clear manner. Any agreement establishing a warranty shall only be effective if it is made in writing and duly executed by both parties.

4 Technical Application Advice

(1) We provide technical application advice to the best of our knowledge. All data and information on the suitability and application of the products do not release the Buyer from his obligation to conduct his own tests and examinations with regard to the suitability of the products for the intended processes and purposes.

(2) In addition, it is essential that the Buyer observes the specification and the safety data sheet for handling the delivered materials and their field of application.

5 Prices, Payment and Default of Payment

(1) The prices quoted apply to the scope of service

and delivery listed in the order confirmations. Additional or special services will be charged separately.

(2) The prices are in MYR unless otherwise agreed "ex works" (EXW), Incoterms 2020, plus any applicable taxes including but not limited to the prevailing Sales and Service Tax.

(3) Invoice amounts are to be paid within fourteen days from the invoice date without any deductions, unless otherwise agreed in writing. The date of receipt of payment shall be the date of payment.

(4) If the Buyer fails to make payment when due, interest shall accrue on the outstanding amounts from the due date at a rate of 9 % per annum above the base interest rate. This shall not prejudice our right to claim higher interest rates or additional damage resulting from the default, provided such claims are supported by evidence of actual losses incurred.

(5) In the event of justified doubts as to the solvency or creditworthiness of the Buyer, in particular in the event of payment arrears, we shall be entitled to revoke payment terms granted and to demand advance payment or provision of securities for further deliveries. The Seller reserves all other rights and remedies available.

6 Setoff

The Buyer is only entitled to set-off rights if his counterclaims have been finally adjudicated by a court of competent jurisdiction or are undisputed.

7 Delivery and Time of Delivery

(1) Delivery shall be made in accordance with the commercial clause laid down in each individual contract. The interpretation of such terms shall be governed by the Incoterms in force at the time of conclusion of the contract. Unless otherwise expressly agreed, delivery shall be based on "ex works", Incoterms 2020.

(2) At the request and expense of the Buyer, the goods shall be shipped to another place of destination (sales shipment).

(3) Our obligation to deliver is subject to the correct and timely delivery of goods and materials by our suppliers. In the event of unforeseen delays caused by supplier failures beyond our control, we shall promptly notify the Buyer and take all reasonable measures to mitigate any impact on delivery schedules. This clause does not affect our obligation to make reasonable efforts to fulfill our contractual commitments.

(4) Unless an explicit fixed deadline or fixed date has prospectively been promised or agreed upon in writing, deadlines and dates for deliveries and services provided are always an estimation. If shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.

(5) We may - without prejudice to our rights arising

from default on the part of the Buyer - demand that the Buyer extend periods for the supply of goods and services or postpone dates for the supply of goods and services by the period equivalent to the duration the Buyer fails to fulfil his contractual obligations towards us.

(6) Unless otherwise agreed in each individual cases, the Buyer is responsible for compliance with statutory and administrative regulations concerning the import, transport, storage and use of the goods.

(7) We are entitled to make partial deliveries, provided that the partial deliveries account for at least 25 % of the total quantity ordered. Short and excess deliveries of up to 10 % of the contractually agreed quantity are permissible. We are further entitled to make partial deliveries if the partial delivery is usable for the Buyer within the scope of the contractual purpose, subject to the delivery of the remaining ordered goods is guaranteed and such partial deliveries do not result in substantial additional expenditure or additional costs for the Buyer (unless we declare that we are willing to bear these costs). The deliveries are generally made in standard packaging.

(8) If the Buyer is in culpable default with the acceptance of the delivery, we are entitled to revoke the contract and to claim damages after setting a reasonable grace period. In such case, we shall be entitled to demand liquidated damages of 0.5 % per calendar week up to a maximum total of 5 % of the net price agreed in accordance with clause 5.2. The Buyer reserves the right to prove that no damage has been incurred or that the actual damage incurred is less. We reserve the right to prove that the damage actually incurred was higher and to demand compensation from the Buyer.

8 Force Majeure

We shall not be liable for the impossibility of delivery or delays in delivery insofar as these are caused by Force Majeure event or other unforeseeable events at the time of conclusion of the contract. 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 circumstances beyond our control. If such events make it considerably more difficult or impossible for us to deliver or perform our obligations and the hindrance is not of temporary duration (for example in the case of a postponement of performance of more than four months), we shall be entitled to withdraw from the contract. In the event of hindrances of temporary duration, the delivery or service deadlines shall be extended or postponed by the period equivalent to the duration of the hindrance plus a reasonable start-up period. Insofar as the Buyer cannot reasonably be expected to accept the delivery or service as a result of the delay, he may withdraw from the contract by immediately notifying us in writing.

9 Hardship

A party to a contract is bound to perform its contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract. Notwithstanding the foregoing, where a party proves that:

a) the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract (e.g. pandemics, epidemics); and that

b) it could not reasonably have avoided or overcome the event or its consequences, the parties are bound, within a reasonable time of the invocation of this Clause, to negotiate alternative contractual terms which reasonably allow the party to overcome the consequences of the event. Where the parties have been unable to agree to alternative contractual terms, the party invoking this Clause is entitled to terminate the contract.

10 Shipment, Packaging, Passing of Risk, Acceptance

(1) The shipping method (in the case of a sales shipment) and the packaging are subject to our discretion.

(2) The risk of destruction, deterioration and loss of the goods shall pass to the Buyer in accordance with the respectively agreed Incoterms 2020. Unless otherwise expressly agreed, the risk of accidental destruction and accidental deterioration of the goods shall pass to the Buyer no later than upon the handover of the goods (determined based on the start of the loading process) to the forwarding agent, carrier or other third party designated to carry out the shipment. This also applies if partial deliveries are made, or we have taken over other services (e.g. shipment or installation). If shipment or handover is delayed as a result of a circumstance for which the Buyer is responsible, the risk shall pass to the Buyer from the day on which the delivery goods is ready for shipment, and we have notified the Buyer of this.

(3) We shall insure the shipment against theft, breakage, transport, fire and water damage or other insurable risks only at the express request of the Buyer and at his expense. Any customs duties, fees and taxes or other public charges shall be borne by the Buyer.

(4) Loaned packaging and/or temperature loggers are to be returned by the Buyer without delay at his expense. The Buyer shall bear the cost of any loss or damage to the loaned packaging, provided the goods have not been returned and the Buyer is responsible for such loss or damage. Loaned packaging may not be used for other purposes or to accommodate other products. They are only intended for the transportation of the delivered goods. Labels may not be removed.

(5) Rejected goods may only be returned with our express consent. The Buyer must obtain prior approval before initiating a return, specifying the reasons for rejection. Returns are subject to inspection, and acceptance of returned goods does not constitute an admission of liability. This section

shall not affect statutory right under Malaysian law, including rights under the Consumer Protection Act 1999, where applicable.

11 Warranty, material defects

(1) The warranty rights of the Buyer are subject to his proper fulfilment of his duty to inspect the goods upon receipt and notify us of any defect without delay.

(2) Warranty claims by the Buyer shall only be permitted provided the Buyer notifies us in writing of such claims within 12 months from the date of delivery of the goods.

(3) Obvious defects or other defects which would have been recognizable in an immediate, diligent inspection and any wrong or short delivery must be reported immediately, and no later than one week after receipt of the goods. Notifications of defects, of whatever kind, must be made in written form or in text form (excluding e-mail). The Buyer must give notice of a hidden defect immediately after the defect is discovered, but in any event within twelve months from the date of delivery.

(4) In case of material defects of the delivered goods, we are obliged and entitled to repair or provide a replacement. The choice between repair and replacement is at our sole discretion and is to be made within a reasonable period of time. In the event of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay of the repair or replacement, the Buyer may revoke the contract or reduce the purchase price accordingly.

(5) A complaint by the Buyer shall not entitle the Buyer to withhold due payments or to refuse to accept further deliveries. Any disputes regarding product quality or performance must be addressed through the agreed dispute resolution process, without affecting the Buyer's payment obligation under this GSDTC.

12 Liability for Damages due to Culpability

(1) Our liability for damages, for whatever legal reason, in particular for impossibility of performance, delay, defective or incorrect delivery, breach of contract, breach of duties and tort, shall be limited in accordance with this 11 to the extent that such liability arises from fault on our part.

(2) We shall not be liable to negligence by our executive bodies, legal representatives, employees or other vicarious agents, except where such negligence results in a breach of essential contractual obligations. Essential contractual obligations are the obligation to deliver the goods on time, the goods are free from defects in title and from material defects that impair its functionality or usability significantly, as well as advisory, protective and custodial obligations necessary for the Buyer to use the delivered goods in accordance with the contract. Furthermore, we shall remain liable for obligations intended to prevent death or personal injury of the Buyer's personnel or to protect the Buyer's property from substantial damage.

(3) Insofar as we are liable for damages pursuant to 11 (2), such liability shall be limited to damages that were foreseeable as a possible consequence of a contractual breach at the time of conclusion of the contract or that should have been foreseen with reasonable diligence. Furthermore, indirect damages and consequential damages resulting from defects in the delivered goods shall only be eligible for compensation if such damages are typically foreseeable when the goods is used as intended.

(4) The above exclusions and limitations of liability shall apply to the same extent in favor of our executive bodies, legal representatives, employees and other vicarious agents.

(5) Any technical information or advisory services provided by us, which are not part of the contractually agreed scope of performance shall be offered free of charge and without liability. Such information or advice is provided solely for informational purposes, and we shall not be held responsible for any reliance on or use of such information beyond the agreed contractual obligations.

(6) The limitations of liability do not apply to intentional conduct, guaranteed characteristics, death or personal injury or under the Consumer Protection Act 1999.

13 Retention of Title

(1) We reserve the right of ownership of the sold goods until all claims against the Buyer arising from the purchase contract and the ongoing business relationship have been settled. This retention of title remains in effect even if specific goods have already been paid for. In the event of non-payment or insolvency, we retain the right to reclaim the goods, provided they are identifiable and unpaid for.

In the event of breach of contract by the Buyer, including default of payment, we shall be entitled to recover the goods subject to the retention of title without the Buyer being able to make any claims against us. The Buyer shall exercise due care in handling the goods, ensure they are appropriately insured and maintain them, if necessary, until ownership is fully transferred. them appropriately and, if necessary, maintain them.

(2) The Purchaser shall not sell, pledge, mortgage or otherwise deal with the goods as security. In the case of third parties obtaining access to the goods sold subject to the retention of title, the Buyer shall immediately draw attention of the third party to our ownership of the goods. The Buyer shall immediately notify us and provide the relevant documents for our intervention. The Buyer shall be liable for all costs that may arise in connection with enforcing its rights herein

(3) In the event of resale of the goods subject to retention of title, the Buyer hereby assigns, and we hereby accept the assignment of all claims on the Buyer's customers or third parties in connection with the resale of the goods, until all our claims have been satisfied.

(4) The retention of title extends to the full value of the resulting product from processing, mixing or combination of our goods, whereby we are considered the manufacturer. If our goods are processed, mixed or combined with goods of third parties, we shall acquire co-ownership in the ratio of the invoice values of the processed, mixed or combined goods. The same applies to the resulting product produced by processing, mixing or combining the goods delivered under retention of title.

(5) Upon the Buyer's request, we are entitled, at our discretion, to release the relevant securities to which the Buyer is entitled if the realisable value exceeds the value of claims to be secured by more than 10 %.

14 Confidentiality

(1) The Buyer undertakes to treat as confidential and not to disclose to third parties any and all technical and commercial information and trade secrets relating to the goods and the technical/chemical processes taking place therein (e.g. compositions, drawings, applications, procedures, chemical formulae, recipes, plans, diagrams, specifications, other documentation, etc.), which are either marked as confidential or which, due to the circumstances under which they were made available or under which the Buyer became aware of them, it is apparent that they must be kept confidential and not be disclosed to third parties.

(2) The Buyer may not copy the composition of the goods or parts of the goods either directly or indirectly or analyze it by reverse engineering.

(3) The Buyer shall disclose the information and trade secrets only to such employees or vicarious agents who work with the goods and require information and trade secrets.

(4) We reserve all ownership rights to the information and trade secrets.

15 Applicable Law, Place of Performance and Jurisdiction

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

(2) These GSDTC shall be governed by and construed in accordance with the laws of Malaysia. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these GSDTC.

(3) Customary commercial clauses shall be interpreted in accordance with Incoterms 2020.

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