

Terms and Conditions of Trade

These Terms are applicable to all trade transactions conducted by CJ Polymers Sdn Bhd

1. DEFINITIONS

- 1.1 **‘Advise Through’ Bank** refers to the bank that receives and communicates the terms of a financial instrument, such as a Letter of Credit, to the beneficiary on behalf of the issuing bank. This bank verifies the authenticity of the document and ensures that the beneficiary is informed of the document's conditions and requirements.
- 1.2 **“Applicant”** refers to the party who submits a formal request for a trade-related document, such as a Letter of Credit or an insurance policy. The applicant is typically the buyer or importer seeking to secure financing or guarantee for a transaction.
- 1.3 **“Beneficiary”** refers to the person or entity entitled to receive benefits, payments, or assets under a contract, insurance policy, or legal arrangement.
- 1.4 **“Beneficiary Certificate”** refers to a document issued by the beneficiary certifying that the goods or shipment comply with specific conditions or requirements for customs purposes as requested by the importer.
- 1.5 **“Bill of Exchange (BE)”** refers to a financial document that orders the payment of a specified amount of money on a set date, used in international trade to facilitate secure transactions between parties.
- 1.6 **“Buyer”** means the Buyer named in any Contract with the Company (if more than one, jointly and severally).
- 1.7 **“Cash Before Delivery (CBD)”** means payment terms requiring full payment from the Buyer before the delivery of Goods.
- 1.8 **“Certificate of Origin (CO)”** refers to a document that certifies the country where the goods were produced or manufactured, required for customs clearance and to determine eligibility for trade agreements or preferential tariffs.
- 1.9 **“Company”** means CJ Polymers Sdn. Bhd. (539468-V).
- 1.10 **“Commercial Invoice” and/or “Invoice”** refers to a document issued by the Company to the Buyer, detailing the price, quantity, and description of the Goods sold, often required for customs clearance and payment processing.
- 1.11 **“Commercial Documentation”** refers to a Sales Contract, Invoice, Credit Note, Debit Note, Statement of Accounts, Delivery order, Purchase Order.
- 1.12 **“Contract”** means any agreement to supply the Goods to the Buyer that arises when the Company issues a Sales Contract to the Buyer.
- 1.13 **“Credit Note”** refers to a document issued by the Company to the Buyer, acknowledging a credit or refund due to overpayment, returned Goods, or other reasons.
- 1.14 **“Debit Note”** refers to a document issued by the Company to the Buyer, indicating a debit or additional charge applied to their account, typically for discrepancies in invoicing or additional services provided.
- 1.15 **“Delivery Order”** refers to a document issued by the Company authorizing the release or delivery of Goods to the Buyer or their designated recipient.
- 1.16 **“Goods”** means the Goods that are the subject of a Contract.
- 1.17 **“I <no. of days> payment terms”** refers to the due date, calculated as the specified number of **days** from the invoice issuance date. This term is used to determine the payment due date based on the invoice date.
- 1.18 **“Incoterms”** refers to International commercial terms published by the International Chamber of Commerce (ICC), defining the responsibilities and liabilities of buyers and sellers in international trade transactions. This includes but is not limited to the following Cost and Freight (CFR), Cost, Insurance and Freight (CIF), Carriage Paid To (CPT), Delivered at Place (DAP), Ex Works (EXW), Free on Board (FOB), etc.

- 1.19 **“Intellectual Property”** means the Company’s proprietary interests in and relating to the Goods, whether arising under statutory or common law, including without limitation: the Company’s brands; its patents and patent applications; know-how; specifications; manufacturing methods; formulations; research and development; quality control procedures; confidential business information; technical documentation; and trade secrets.
- 1.20 **“Letter of Collection”** refers to a document issued by the Company to authorize the collection of Goods by the Buyer or their representative, typically required for customs clearance or logistics purposes.
- 1.21 **“Letter of Credit (LC)”** refers to a financial document issued by a bank that guarantees payment to a seller, provided that the seller meets specified conditions outlined in the LC. It ensures that the seller receives payment and the buyer receives the goods or services as agreed.
- 1.22 **“M <no. of days> payment terms”** refers to the due date calculated from the month-end of the transaction month. It indicates the number of days following the end of the month within which payment is required.
- 1.23 **“Notice of Demand” and/or “Notice of Overdue Amounts and Late Payment Charges (previously known as Overdue Account and Charges)”** refers to a formal communication issued by the Company to the Buyer, demanding payment for overdue invoices and/or outstanding debts not limited to overdue payment charges, overdue administration charges and one-off overdue handling fee.
- 1.24 **“Origin”** refers to the country where the Goods were produced, manufactured, or substantially transformed.
- 1.25 **“Packing”** refers to the specific quantity or arrangement in which a Goods is contained or bundled for distribution or sale.
- 1.26 **“Packing List”** refers to a detailed list provided by the Company accompanying the shipment of Goods, specifying the contents, quantities, and packaging details.
- 1.27 **“Partial Shipment”** refers to the practice of shipping only a portion of the total quantity of Goods specified in a sales contract or purchase order, with the remaining Goods to be shipped at a later time.
- 1.28 **“Parties”** refers to the Buyer and Seller.
- 1.29 **“Period of Presentation”** refers to the timeframe during which the beneficiary must present the required documents to the issuing bank under a Letter of Credit, in order to receive payment or acceptance of the documents.
- 1.30 **“Port of Destination”** refers to a specified port where the Goods are to be delivered at the end of their transit.
- 1.31 **“Port of Discharge”** refers to the port where goods are unloaded from a vessel or other transport mode upon arrival at their destination.
- 1.32 **“Port of Loading”** refers to the port where goods are initially loaded onto a vessel or other transport mode for shipment to their destination.
- 1.33 **“Proforma Invoice”** refers to a preliminary invoice provided by the Company to the Buyer, outlining the estimated costs of Goods.
- 1.34 **“Purchase Order”** refers to a document issued by the Buyer to request the purchase of Goods from the Company, specifying details such as quantity, price, and delivery terms.
- 1.35 **“Sales Contract”** means the confirmation of a purchase of Goods by a Buyer issued by the Company.
- 1.36 **“Specification”** means the specifications for Goods published by the Company from time to time varied as necessary to comply with any stipulation in the relevant Sales Contract.
- 1.37 **“Statement of Account (outstanding Invoices / Debit Notes / Credit Notes)”** refers to a periodic summary provided by the Company to the Buyer, detailing all outstanding invoices, credit notes, and debit notes within a specified period.
- 1.38 **“Terms”** means these Terms of Trade.
- 1.39 **“Transshipment”** means the process of transferring Goods from one mode of transportation to another during their journey, often occurring at intermediate points such as ports or terminals.

2. SCOPE

- 2.1 These Terms shall unequivocally govern all trade transactions between the Company and the Buyer. The Buyer shall be subject to these Terms and the conditions set out in the relevant Sales Contract, Commercial Invoice, Delivery Order, and Statement of Accounts.
- 2.2 The Company's agents and representatives have no authority to make any oral representations, statements, warranties, conditions, or agreements that conflict with these Terms.
- 2.3 Only the content of written contracts shall be valid. Oral agreements or alterations to the contract are only valid if accepted in writing by both parties.
- 2.4 These Terms are governed by Malaysian Law, with any disputes subject to the jurisdiction of Malaysian courts. The parties hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods, dated April 11, 1980 (CISG), from this contract. The CISG shall not apply to the sale of Goods under these Terms.
- 2.5 The Company has the right to assign its rights and obligations under any Contract without the consent of the Buyer.
- 2.6 The Company shall have the right to invoke Errors and Omissions Excepted (E & OE) for all Commercial Documentation, including but not limited to the Sales Contract, Commercial Invoice, Invoice, Proforma Invoice, Delivery Order, and/or Statement of Accounts. Further, this includes but is not limited to hardcopies, softcopies, electronic mails, etc.
- 2.7 In the event that any clause in these Terms is invalid or unenforceable, that clause shall be amended, but only to the extent necessary to make it valid and enforceable. If amendment is not possible, that clause shall be stricken from these Terms. However, the balance of these Terms shall continue in full force and effect.
- 2.8 The Company reserves the right to amend and/or change and/or vary the Terms from time to time. The varied Terms shall be posted on the Company's website and the varied Terms shall apply to all Contracts entered into between the Company and the Buyer after the date the varied Terms are posted on the Company's website. It is the Buyer's responsibility to regularly check the Company's website, to ensure that it is familiar with the latest Terms.
- 2.9 Stipulations as to time for performance by the Buyer in a Contract are of the essence and essential terms of that Contract. Stipulations as to time for performance by the Company in a Contract are not of the essence and are not essential terms of any Contract.
- 2.10 A Contract may only be amended, supplemented, or novated in writing executed by both the Company and the Buyer.
- 2.11 These Terms, together with the Contract, constitute the sole and entire agreement between the Parties in relation to their subject matter and supersede all prior negotiations, dealings, agreements and understandings between the Parties.
- 2.12 The Parties agree that these Terms are intended to create legally binding obligations upon the Buyer's receipt of a Sales Contract issued by the Company.

3. ORDERING PROCEDURE

- 3.1 The Buyer shall comply with ordering procedures notified by the Company from time to time and shall signify their offer to buy by rendering the Purchase Order to the Company. In the case of overseas Buyers, the order confirmation shall be provided in writing by email to the Company to constitute acceptance of the order.
- 3.2 The Buyer's Purchase Order shall be deemed accepted only upon the issuance of a Sales Contract by the Company to the Buyer.
- 3.3 If the Sales Contract does not specify a destination for the Goods, any additional costs of delivering to the notified destination, including packing, administration, testing, freight, and any other costs, shall be payable by the Buyer in addition to the price in the relevant Sales Contract.
- 3.4 If increased or additional charges are imposed on the sale of Goods or if the costs for freight are increased after the conclusion of the contract, the Seller has the right to modify the selling price accordingly.

4. PACKAGING AND LABELLING

- 4.1 In the case of palletised shipments, a pallet surcharge shall be imposed in addition to the price.
- 4.2 Except where clause 4.3 applies, the Company shall use its standard packaging and labelling, as detailed in the Specifications.
- 4.3 The Company shall not be obliged to comply with any special packaging and/or labelling requirements of the Buyer except to the extent that those requirements are stipulated in a Sales Contract.

5. DELIVERY

- 5.1 Any time stated for delivery or shipment in a Sales Contract and/or Proforma Invoice is an estimate only of the delivery or shipment date of the Goods and the related documentation. The Company shall not be liable for any losses, costs, or damages, either directly or indirectly arising due to the delay in delivery or shipment of either the Goods or the related documentation and no such delay shall constitute a right of cancellation.
- 5.2 All Goods delivered by the Company are provided on an "as is" basis. The Buyer hereby acknowledges and agrees that once sold, the sale is final and the Goods may not be returned, exchanged, or refunded under any circumstances. Acceptance of this condition is confirmed by the Buyer at both the time of purchase and upon receipt of the Goods.
- 5.3 Discrepancies and Disputes Notifications:
 - a. For local Buyers: The Buyer must notify the Company in writing of any discrepancies and/or disputes regarding the Goods within three (3) working days following the date of receipt.
 - b. For overseas Buyers purchasing under CFR or CIF terms: Any discrepancies and/or disputes in respect of the Goods shall be promptly notified to the Company in writing within fourteen (14) days of arrival at the port of discharge. Unless otherwise expressly agreed upon, the invoices shall be based on the weight of the Goods on loading. The Seller is allowed to effect partial deliveries.
 - c. The Goods shall be deemed as accepted in good merchantable condition if no such notification is rendered by the Buyer within this specified notice period. Subsequent claims thereafter regarding the condition, delivery, or quality of the Goods shall be deemed forfeited.
 - d. In the event of a claim, the Seller may appoint an independent surveyor (such as SGS), who's finding shall be binding on the parties. The Buyer shall allow the persons identified by such surveyor appropriate access to the Goods in question. In the event of a justified claim, the Seller shall have the right to replace the material or to credit the Buyer for the invoice value of the Goods which are the subject of the claim against return of the claimed Goods.
- 5.4 Under normal operations, the quantities of Goods delivered may vary from the precise quantities stated in an order. The Buyer agrees that the quantity of Goods deemed to be in a Sales Contract is the quantity of Goods delivered in accordance with normal operations. Further, the Goods are subject to manufacturers' availability.
- 5.5 The Company may adjust the quantity of Goods delivered by $\pm 5\%$ from the amount specified in the Sales Contract and/or Proforma Invoice. The total price will be proportionally adjusted. Delivery of the rounded quantity, whether above or below the specified amount, shall satisfy the terms of the Sales Contract and/or Proforma Invoice.
- 5.6 The Buyer acknowledges that the quantity of Goods delivered may vary by $\pm 10\%$ from the quantity specified in the Sales Contract due to production and supply variability. The Company may adjust the total price proportionally based on the actual quantity delivered. If the actual quantity exceeds these limits, the Company may rely on alternate options, including but not limited to price adjustments or subsequent orders. The availability of Goods is subject to market conditions and supply constraints.
- 5.7 The Company shall have the right to replace or substitute the product grade ordered with a similar specification deemed suitable by the Company without further reference to the Buyer.
- 5.8 The Buyer shall obtain, at its own risk and expense any import license or other official authorization

- and carry out, where applicable, all customs formalities necessary for the import of the Goods.
- 5.9 Without prejudice to cancellation or any other rights, upon the Buyer's request, in the event of a breach by the Buyer of any provision in any Contract or where the Company is otherwise hindered to any extent by the Buyer in dispatching the Goods, the Company may delay the shipment of Goods (in the case of breach or hindering, until a reasonable date following rectification of the breach or hindering) and invoice the Goods on the original estimated date of shipment and demand immediate payment. The Buyer shall also pay such fee as the Company reasonably determines to cover storage costs, detention charges, inventory financing charges, container charges, insurance, the cost of preparing new documentation, and such other charges incurred by the Company and relating to the delayed Goods.

6. PAYMENT

6.1 GENERAL

- a. The Buyer shall arrange for payments to be made in the manner and at the time(s) set out in the relevant Invoice and/or Proforma Invoice.
- b. If the Company requires the Buyer to post security for payment, the Buyer shall post such security before the Goods are loaded for shipment.
- c. The Buyer shall not withhold payment or make any deduction or set-off from any amount owing to the Company without the Company's prior written consent.
- d. Where there is a dispute between the Parties as to the amount owing to the Company, the Buyer shall not withhold, and is obliged to pay without deduction or set-off, any undisputed portion of the amount owing.
- e. The Company has the right to initiate appropriate legal and collection measures for any unpaid debts. This may involve third-party debt collection agencies or legal proceedings. All expenses incurred in debt recovery shall be charged to the Buyer.
- f. The Company reserves the right to include the Buyer in an Electronic Trade Reference under CTOS, as deemed necessary by the Company.
- g. **For billing in local currency ("MYR"):**
In the event of late payment and/or if the Buyer fails to post security by the required date, the following charges shall apply to the overdue amounts:
 - i. **Overdue Payment Charges:** Interest shall accrue monthly on any outstanding balance at a rate of 1.5% per month, calculated on a 30-day month basis, from the due date until the amount is paid in full.
 - ii. **Overdue Administration Charges:** An administrative fee of 1% of the overdue balance shall be charged monthly to cover additional administrative costs incurred due to late payment.
 - iii. **One-off Overdue Handling Fee:** A fixed handling fee of RM100.00 shall be charged for each Invoice that remains unpaid past its due date.
- h. **For billing in United States Dollars ("USD"):**
The invoiced amount shall be payable by the Buyer without any deduction, set-off, or counterclaim to the account specified on the respective invoice. The Buyer shall bear all bank charges except those levied by the Seller's bank. In the event of delayed payment, the Buyer shall be in default and shall incur the following charges:
 - i. **Overdue Interest on Payment in Arrears:** Interest will accrue at a rate of 4% per annum above the rate charged by a Malaysian bank for current account overdrafts in the currency of the invoice. This interest will be calculated from the due date of the payment until the date the payment is actually received by the Seller.
 - ii. **Overdue Interest on Arrears:** If payment is not made by the due date, interest will continue to accrue on the outstanding amount at the same rate specified in Note h(i) until full payment, including all accrued interest, is received.
- i. If the Buyer fails to settle any indebtedness to the Company in accordance to the terms for such indebtedness (whether or not under this Terms), the Company may, in addition without

prejudice to any other remedies available under this Terms or under law:

- i. Postpone or withhold the supply of Goods; and/or
- ii. Alter the Payment Terms; and/or
- iii. Terminate the Sales Contract immediately upon written notice to the Buyer.
- j. The Buyer shall be assessed through a credit assessment made possible through the Central Credit Reference Information System (CCRIS), Credit Tip-off Service (CTOS), Trade Credit Insurance, and other credit assessment bureaus. By accepting this Terms and Conditions, the Buyer affirm their ongoing and irrevocable consent for such credit assessment(s).
- k. The Credit Limit granted to the Buyer is determined according to the Company's' internal credit risk policy guidelines. This limit is set at the discretion of the Company without requirement for external advice or approval. The Company reserves the ultimate right to alter/increase/reduce/cancel the credit limit at any time, with immediate effect, based on the Company's' sole discretion, without obligation to provide prior notice or justification.
- l. The Company shall also have the discretion to revise the Credit and Payment Terms of the Buyer based on the Buyer's creditworthiness and payment history, which will be assessed periodically. Any changes to the terms need not be communicated to the Buyer and will take immediate effect.
- m. The Company disclaims any obligation to provide legal disclosures not expressly required by law within this document, including but not limited to the disclosure of proprietary credit assessment methodologies and internal financial assessments.
- n. The Buyer and its Directors and/or Shareholders, unconditionally accepts the Terms and Conditions set forth herein and confirms consent for the Company to conduct credit assessments and credit checks for the purposes of account opening, ongoing monitoring, periodic review, and recovery. These activities may involve licensed Credit Reporting Agencies, including but not limited to the Central Credit Reference Information System (CCRIS), as authorized by Bank Negara Malaysia. It is also agreed that the Company may impose late payment charges as applicable.

6.2 MODE OF PAYMENTS

- a. If the agreed mode of payment is by means of a Telegraphic Transfer (TT), the following conditions apply:
 - i. Payment of the full Invoice and/or Proforma Invoice value of the Goods shall be made on or before the due date as specified in the Invoice and/or Proforma Invoice.
 - ii. The Buyer shall notify the Company of the name and address of the remitting bank(s), full invoice value, payment value date, and any other relevant details on or before the payment due date.
 - iii. All charges related to the payment(s), including bank fees and transfer charges, shall be borne by the Buyer.
 - iv. For Buyers residing outside Malaysia, all bank charges within Malaysia are covered by the Company, while all bank charges outside Malaysia, including reimbursement charges, shall be borne by the Buyer.
- b. Where payment is by means of a Letter of Credit the following conditions shall apply:
 - i. Payment shall be made by irrevocable Letter of Credit, which may be subject to confirmation, established for the credit of the bank that the Company nominates, and be without recourse or otherwise in a form satisfactory to the Company.
 - ii. All bank charges within Malaysia are covered by the Company, while all bank charges outside Malaysia, including reimbursement charges, shall be borne by the Buyer.
 - iii. A copy of the original letter of credit shall be supplied to the Company at least fourteen (14) days from the Proforma Invoice date.
 - iv. The LC must be issued directly from a bank located in the Buyer's country of origin to Malaysia without involving any third-party banks located in other countries, such as Wells Fargo Bank N.A. Hong Kong, Mashreq Bank Hong Kong, or any other third-party banks.

- v. Letters of Credit (LCs) must be issued by banks in the Buyer's country of origin that are on the Company's approved panel and must be in a form satisfactory to the Company.
- vi. If the LC is not opened and received as specified, the Buyer shall bear responsibility for all consequences arising from such non-compliance. This includes, but is not limited to, delays in shipment, price adjustments, cancellations, or any other charges incurred by the Company due to the Buyer's failure to claim the Goods at the port of destination.
- vii. Any failure by the Buyer to comply with this clause 6.2 (time being of the essence) constitutes a breach of the Contract entitling the Company to cancel or suspend the Sales Contract and/or Invoice in accordance with clause 8.
- c. If the agreed mode of payment is by means of payment of Cash Before Delivery ("CBD") or TT in advance:
 - i. The Company shall issue a Proforma Invoice for Goods purchased by the Buyer. The Buyer shall notify the Company once payment is made based on the Proforma Invoice and providing supporting documents.
 - ii. Upon receipt of payment from the Buyer, the Company shall arrange delivery of Goods.
 - iii. All charges in respect of payment(s) shall be borne by the Buyer.

6.3 TAX

- a. Any taxes, duties and fees levied on the supplier or the customer shall be borne by Parties respectively in accordance with the applicable tax law and/or regulations in the territory.

7. BUYER OBLIGATIONS

- 7.1 If the Sales Contract and/or Proforma Invoice do not specify a destination for the Goods, the Buyer shall issue instructions for delivery fully and sufficiently in advance to allow the Company to deliver the Goods and/or obtain and deliver documentation by the estimated date of shipment. In any event, the Buyer shall issue instructions for delivery at least 14 days prior to the estimated date of shipment.
- 7.2 Unless otherwise agreed between the Company and the Buyer, the Buyer shall not sell directly or indirectly any of the Goods to any subsequent Buyers knowing or having reason to believe that they would be resold or supplied beyond the agreed subsequent Buyers as agreed between the Company and the Buyer. In the event of any dispute about on-selling the Company shall have the right to determine the matter, and its determination shall be final and binding on the Buyer.
- 7.3 The Buyer acknowledges and agrees that it is liable, and shall indemnify and reimburse the Company, for demurrage, detention, or any other charges imposed against the Company as a result of the Buyer failing to claim the Goods at the port of destination.
- 7.4 The Buyer shall use all reasonable endeavours to satisfy any special condition specified in a Sales Contract and/or Proforma Invoice requiring action by it prior to the estimated date of shipment in the Sales Contract and/or Proforma Invoice. If the Buyer has not otherwise notified the Company within that timeframe, then the special condition shall be deemed to be satisfied.
- 7.5 The Buyer acknowledges that from time to time it may have access to certain information (whether written or oral) relating to the Goods or the Intellectual Property of the Company and the affairs of the Company or its Buyers, which information is not generally known to the public including, without limitation, price quotations, lists of the Company's Buyers, and confidential or commercially sensitive methods and know-how. The Buyer agrees with and undertakes to the Company not, without the prior written consent of the Company, to disclose such information to any third party or use such information, nor shall the Buyer provide any person with a copy of or disclose to any person the contents of any document containing such information.

8. CANCELLATION

- 8.1 Once the Company has issued a Sales Contract and/or Proforma Invoice for an order, the Buyer shall not cancel or suspend the order except with the written consent of the Company.

- 8.2 The Company may cancel or suspend a Sales Contract and/or Proforma Invoice, in whole or in part, immediately with or without written notice if:
- a. The Buyer breaches any provision of the Terms and fails to cure such breach within 30 days after receiving written notice of the breach;
 - b. The Buyer becomes insolvent, files for bankruptcy, or undergoes similar proceedings;
 - c. A Force Majeure Circumstance occurs and prevents the full performance of the Terms.
- 8.3 In the event of cancellation or suspension, whether initiated by the Company under the conditions stated above or by either party due to an extended Force Majeure, the Buyer shall compensate the Company for all costs incurred up to the date of cancellation or suspension. This includes, but is not limited to, costs for materials, work in process, storage, and any other expenses directly related to the cancelled or suspended order.
- 8.4 The Company reserves the right to claim and recover any additional losses or damages it suffers due to the Buyer's breach or the conditions leading to cancellation or suspension, which are not covered by the payments made under section 8.3.
- 8.5 If the Buyer cancels or suspends an order due to the Buyer's request or breach, or fails or refuses to accept delivery of the Goods within **fourteen (14) days** from the date the Goods arrive at the designated port, warehouse, or delivery location, the Buyer shall be liable for the following non-refundable cancellation charges as liquidated damages for losses and damages suffered by the Company:
- a. **For Goods for which an upfront down payment is required**, any down payment paid by the Buyer shall be non-refundable and shall be forfeited and retained by the Company. If the amount of the down payment is less than twenty percent (20%) of the purchase price, the Buyer shall pay the shortfall so that the total liquidated damages payable to the Company shall equal twenty percent (20%) of the purchase price.
 - b. **For Goods for which no upfront downpayment has been collected**, the Buyer shall pay a liquidated damages charge of twenty per cent (20%) of the total value of the cancelled, suspended, or non-accepted portion of the order.
- The forfeiture of the downpayment and/or payment of the cancellation charge shall not prejudice the Company's rights under Clause 8.6.
- 8.6 The Company reserves the right to claim and recover from the Buyer any further losses, damages, costs, expenses, liabilities, or other amounts arising out of or in connection with the cancellation or suspension of an order, including any third-party liabilities and any voided SST under Clause 18.

9. RETENTION OF TITLE

- 9.1 The Company retains title to the Goods until full payment is received, to the maximum extent permitted by law. If the Buyer fails to make payment by the due date, the Company shall have the right to recover the Goods. This right includes, but is not limited to, diverting Goods in transit, entering the Buyer's premises to remove Goods, and taking any necessary actions to enforce these rights, including registering any required notifications of the Company's interest in the Goods. These rights are cumulative and do not replace any other legal remedies available to the Company.
- 9.2 Title to the Goods shall transfer from the Company to the Buyer in accordance with the Incoterms applicable to each shipment, unless otherwise agreed in writing by the parties. Until the full purchase price is paid, title to the Goods shall remain with the Company. In the event of non-payment, the Buyer shall, upon request by the Company, return the Goods to the Company. If the Buyer fails to promptly return the Goods, the Company may reclaim the Goods without further notice or legal process, without prejudice to any other rights or remedies available.
- 9.3 For goods delivered in bulk (bulk vessel, silo truck and/or rail tank car), a sample from the vessel / silo / tank car has to be tested before unloading of the Goods. The Seller's warranties and liabilities cease in any case with the unloading of the Goods, even if the Buyer waives the testing of a sample. Any transshipment from the Seller's vessel / silo / tank car into the Buyer's vessel / silo / tank car or other transport system shall be considered as unloading.
- 9.4 From the time the Goods are delivered to the Buyer's carrier, all risk of loss or damage to the Goods shall transfer to the Buyer. The Buyer shall insure the Goods at their own expense in favor

of the Company until the purchase price is paid in full. During the period when the Company retains title to the Goods, the Buyer shall not sell or transfer possession of the Goods.

- 9.5 Once title and risk of each shipment have been transferred to the Buyer, the Company's responsibility shall cease and the Buyer assumes all risks of loss, damage, deterioration, contamination, or evaporation to the Goods delivered, including any liability arising therefrom.

10. LIABILITIES

- 10.1 To the extent that the liability of the Company under any Contract is not otherwise limited or excluded and to the extent permitted by law, the total liability of the Company, whether in tort (including negligence), contract or otherwise, for any loss, damage or injury arising directly or indirectly from any defect in the Goods or any other breach of the Company's obligations under any Contract is limited to the price paid by the Buyer for the affected Goods in the relevant order.
- 10.2 No Goods shall be returned by Buyer to the Company without the Company's written authorization.
- 10.3 Notwithstanding any other provision of any Contract, under no circumstances shall the Company be liable for any loss of income or profits, or any consequential, indirect, or special damage or injury of any kind suffered by the Buyer or any other person.
- 10.4 Neither party shall be liable to the other for any indirect loss, including but not limited to loss of goodwill, loss of business, loss of anticipated profits or savings and all other pure economic loss arising out of or in connection with this transaction and/or Contract.
- 10.5 The Buyer's rights and the Company's liability in connection with any failure of the Goods shall be strictly limited to either a replacement of such Goods or a reimbursement of the purchase price of such Goods.

11. INDEMNITIES

- 11.1 The Buyer agrees to indemnify, defend, and hold harmless the Company, its directors, officers, employees, agents, and contractors from and against any and all losses, liabilities, claims, damages, and expenses (including reasonable attorneys' fees) arising from or related to the Buyer's use of the Goods that is not in strict compliance with applicable laws and regulations, or from the Buyer's breach of any of the Terms.
- 11.2 This indemnity shall cover, without limitation, any claims related to the improper marketing of the Goods, breach of warranty, product liability, infringement of third-party intellectual property rights, and any claims asserting violations of health and safety standards.
- 11.3 The Buyer's obligations under this indemnity shall survive the termination or expiration of the Terms and shall continue until all covered claims are fully and finally resolved.

12. FORCE MAJEURE

- 12.1 A "Force Majeure Circumstance" includes any circumstance beyond the reasonable control of the Company that prevents the Company from fulfilling its obligations under the Terms, such as natural disasters, war, strikes, labor disputes not involving the Company's employees, governmental actions, epidemics, pandemics, and failures of suppliers. These are events similar to those described in the ICC Force Majeure Clause.
- 12.2 Neither party shall be held liable for delays or failures in performance resulting from events beyond their control as described in Clause 12.1. The affected party must notify the other party in writing as soon as practically possible but in no event later than fourteen (14) days, and performance obligations will be suspended for the duration of the Force Majeure Circumstance.
- 12.3 During the period of a Force Majeure Circumstance, performance of the affected obligations under the Terms shall be suspended, and the corresponding time for performance shall be extended for a period equivalent to the time lost by reason of the delay. However, the Company shall use reasonable efforts to mitigate the effects of the Force Majeure Circumstance.
- 12.4 If the substantial fulfilment by that party of its obligations under this Terms is prevented, delayed

or interfered with by the Force Majeure Circumstance for a continuous period of at least three (3) months, then, at any time thereafter if substantial performance is still prevented, delayed or interfered with by the same circumstance, the party who is not affected by the Force Majeure Circumstance may terminate this Terms by giving written notice to the affected party.

13. TECHNICAL ADVICES

- 13.1 Any information or technical advice given by the Company to the Buyer has been given in good faith, but no warranty, express or implied, is or shall be given or inferred. The Buyer agrees to fully indemnify the Company against all claims, losses and expenses connected with or arising from the use of such information and advice.
- 13.2 As a reseller, the Company provides an equivalent-relief warranty from the producer that the Goods furnished will meet the producers' specifications. Any other warranty, either expressed or implied, is hereby excluded. Any technical or chemical specifications about the Goods cannot be interpreted as a warranty for any quality or suitability for any particular purpose or otherwise.
- 13.3 The Company's technical documentation comprises its Intellectual Property. The Buyer may not alter such documentation for any purpose whatsoever.

14. COMPLIANCES WITH LAW

- 14.1 The Buyer shall comply with all applicable laws and regulations in the countries where the Buyer intends to use, distribute or market the Goods. Specifically, and without limiting the generality of the foregoing, the Buyer shall comply with all health and safety requirements, labelling requirements, registration and approval requirements, dating requirements, warranty requirements, truth in advertising requirements and country of origin marking requirements.
- 14.2 The Buyer acknowledges that the Company shall rely entirely upon the Buyer to convey any specific requirements that the Buyer may have in respect to the Goods, including any legal requirements that apply in the Buyer's markets. The Company shall not be responsible for failing to satisfy any such requirements unless the Buyer advised the Company of such requirements, in writing, on or prior to the date of the Contract and the relevant Sales Contract stipulates that the Company shall meet those requirements.

15. ANTI-MONEY LAUNDERING

- 15.1 The Buyer and its Affiliates represent and warrant that their operations are, and have been, conducted in full compliance with applicable financial recordkeeping and reporting requirements, as well as money laundering statutes (collectively, "Money Laundering Laws"). This includes, but is not limited to, all rules, regulations, and guidelines issued, administered, or enforced by any governmental agency in or outside of Malaysia that has jurisdiction over the Buyer and/or its Affiliates. Furthermore, no action, suit, or proceeding by or before any court, governmental agency, authority, body, or arbitrator, and no regulatory investigation involving the Buyer and/or its affiliates with respect to the Money Laundering Laws, is pending or threatened. The Buyer and its Affiliates also confirm that no such action, suit, proceeding, or investigation will hereinafter be instituted or commenced by any governmental agency, whether in or outside of Malaysia, against the Buyer or any of its Affiliates.
- 15.2 The Buyer is required to provide suitable and satisfactory documentations including debt assignments and/or payment instructions if payments for the transactions are arranged through third parties.

16. INTELLECTUAL PROPERTY

- 16.1 The Buyer acknowledges the Company's exclusive ownership and rights in the Intellectual Property related to the Goods. The Buyer agrees to respect these rights and shall not, without prior written

permission from the Company, engage in the reproduction, modification, distribution, or public display of any such Intellectual Property. This includes, but is not limited to, the Company's brands, patents, know-how, and technical documentation.

- 16.2 The Buyer shall not challenge the validity of the Intellectual Property rights asserted by the Company, nor shall it engage in any action that might diminish their value or contest their ownership.
- 16.3 Any unauthorized use of the Intellectual Property by the Buyer shall be viewed as a material breach of these Terms and may result in legal action against the Buyer to enforce the Company's rights, including seeking any applicable statutory damages.

17. PERSONAL DATA PROTECTION

- 17.1 The Parties expressly and explicitly acknowledge and consent to:
 - a. The handling of Personal Data by each Party to fulfill this Agreement and for all other necessary, incidental, or related purposes.
 - b. The processing of such Personal Data both within Malaysia and, when required, outside of Malaysia.
 - c. The transfer and disclosure of such Personal Data to third parties authorized by each Party, both within and, when necessary, outside of Malaysia, provided that these third parties commit to maintaining the confidentiality of such Personal Data, or to any individuals, authorities, or regulators to whom the Parties are legally compelled, permitted, or required to disclose.
- 17.2 For the avoidance of doubt, "third parties" include but is not limited to each Party's holding or parent company, subsidiaries, related and/or associated companies, vendors, suppliers, business partners, professional advisers, agents, contractors, third party service providers, insurance companies, banks and financial institutions.

18. SALES TAX (SST) AND ORDER CANCELLATION LIABILITY

- 18.1 The Buyer represents that it is an exempted party under applicable Sales Tax ("SST") laws and shall provide the Company with a valid C3 Appointment Letter authorizing the Company to act on the Buyer's behalf for the acquisition and/or importation of the Goods upon placement of purchase order. Upon receipt of such appointment, the Company shall apply to the Royal Malaysian Customs Department ("Customs") for a C3 SST Exemption Letter. Unless otherwise stated by the Buyer, the Buyer shall be deemed to have represented itself as an exempted party under the applicable Sales Tax laws.
- 18.2 Subject to approval granted by Customs, the Goods will be acquired and/or imported with exemption of SST, and the Company shall issue Invoices excluding SST. If Customs rejects the exemption application for any reason, or if the exemption is revoked, the Buyer shall remain fully liable to pay the prevailing SST at the prevailing rate, and the Company shall issue an amended Invoice including the SST amount, which the Buyer shall pay within the agreed payment terms.
- 18.3 If the Buyer fails or refuses to take physical delivery of the imported goods within **fourteen (14) days** of the goods' arrival notice at the designated port or warehouse or when delivery notification is issued, the Buyer shall be liable for additional handling and storage charges. These charges shall be calculated at a flat rate of 2% of the total order value per week (or part thereof) of delay, up to a maximum cap of 4% for two (2) weeks delay, after which the Company reserves the right to dispose of the goods and to charge the Buyer for any additional losses thereof.
- 18.4 The Buyer acknowledges that if it cancels the order (in whole or in part) after the Company has obtained the C3 Exemption Letter, applied for customs clearance, or placed the import order, the SST exemption for that portion of the Goods automatically becomes invalid and the relevant SST payable shall be borne by the Buyer.
- 18.5 The Buyer shall fully indemnify and hold the Company harmless against:
 - a. Any SST payable, including any SST that becomes payable as a result of the cancellation or suspension of the order or the voiding, withdrawal, or rejection of the C3 SST exemption,

- calculated at the prevailing rate on the value of the affected Goods;
 - b. All customs duties, customs clearance fees, forwarding agent charges, demurrage, storage charges, port charges, transportation costs, and any other costs or expenses incurred by the Company in connection with the importation, storage, handling, cancellation, or disposal of the Goods;
 - c. Any fines, compounds, penalties, late payment charges, interest, or other amounts imposed on the Company by the Royal Malaysian Customs Department or any other competent authority arising from or in connection with the cancellation or the SST exemption.
- 18.6 The Company shall be entitled to recover all amounts referred to in Clause 18.5 from the Buyer as a debt immediately due and payable, without prejudice to any other rights or remedies available to the Company under these Terms.