

1 Scope of application

- 1.1 Solely these Terms and Conditions of Purchase shall apply for the legal relations between the Supplier and ProMinent - hereinafter referred to as the Ordering Party. Terms and conditions of the Supplier that are conflicting or differing from these Terms and Conditions of Purchase shall only -apply if the Ordering Party has expressly agreed to their application in writing. These Terms and Conditions of Purchase shall also apply if the -Ordering Party accepts the delivery of the -Supplier without any reservations despite being aware of terms and conditions that are conflicting or differing from these Terms and Conditions of the Purchaser.
- 1.2 Amendments and supplementary information to these Terms and Conditions of Purchase shall require the written form.
- 1.3 These Terms and Conditions of Purchase shall also apply for all future business dealings with the Supplier.

2 Orders

- 2.1 Orders and acceptance as well as changes and amendments to these shall be required in text form. Verbal agreements and ancillary agreements prior, at the time of or after conclusion of the -contract, shall require a confirmation from the Ordering Party in text form.
- 2.2 The Supplier shall be obligated to accept the order in text form within a period of 2 weeks. Should it fail to do so, the Ordering Party shall be entitled to cancel the order.
- 2.3 The Ordering Party may, within reason, request changes to the construction and design of the delivery object. Any impact this may have on additional or reduced costs as well as on the delivery date shall be appropriately and jointly agreed.
- 2.4 Exclusively the Ordering Party shall be entitled to any tendering documents, especially drawings, calculations and images. These shall not be made accessible to any third parties without explicit, written approval from the Ordering Party.
- 2.5 Prior to submitting the offer, the Supplier shall be obligated to notify the Ordering Party of possible defects, especially with regard to the adherence of the technical and scientific state-of-the-art, to provisions on environmental protection or the technical suitability. Furthermore, the Supplier shall be obligated to point out if the parts or -services listed in the offer are incomplete or -insufficient to make the contractually agreed use of the deliverables and services possible for the Ordering Party.
- 2.6 It shall not be permitted to sub-commission the orders to third parties without written approval from the Ordering Party.

3 Delivery dates and terms of delivery

- 3.1 The agreed delivery dates and terms of delivery shall be binding. The receipt of the contractually agreed goods by the Ordering Party or at the delivery address specified by it shall be decisive for compliance of the dates and terms.
- 3.2 The Supplier shall be obligated to immediately inform- the Ordering Party in writing if it becomes aware that the agreed delivery time cannot be complied with. The Supplier shall do all it can, at its own expense, to ensure that the agreed delivery- date is complied with.
- 3.3 The Supplier shall be obliged to compensate the Ordering Party any damages for delay. The Ordering Party shall be entitled to demand a lump sum for damages for delay in the amount of 0.3 % of the delivery value per working day, and no more than 5 % of this value. The Supplier shall be entitled- to prove that no damage or significantly less damage resulted from its delay. Additional legal claims of the Ordering Party shall remain reserved-. The Ordering Party shall in particular be entitled to provide evidence of higher damages, to withdraw from the contract after a suitable grace- period has expired without any results, or to demand compensation for non-performance. Should the delayed delivery be accepted without reservations, this shall not waive the Ordering Party's right to the mentioned claims.

4 Packaging, shipping and assembly

- 4.1 If not agreed otherwise, the deliverable goods shall be packaged appropriately and as

customary. If no specific packaging has been specified by the Ordering Party, the Supplier shall only use such packaging that is made of environmental friendly materials and that is recyclable. If requested by the Ordering Party, the Supplier shall take back any packaging from the Ordering Party at its own expense.

- 4.2 The Ordering Party shall be sent a delivery note if the delivery address differs from this.
- 4.3 Unless agreed otherwise, all deliveries shall be effected DDP by the delivery address (INCOTERMS 2010).
- 4.4 Unless agreed otherwise in writing, the delivery shall be free.
- 4.5 All order details of the order shall be specified in the shipping papers.

5 Inspection and notice of defects

- 5.1 The Ordering Party should notify the Supplier immediately of defects in the delivery as soon as they are established in the course of proper business.
- 5.2 The Supplier covenants it shall not object to a delayed notice of defects and hereby waives any right of objection to a delayed notice of defects

6 Quality and documentation

- 6.1 The Supplier shall comply with the technical specifications, the latest state-of-the-art, the recognised standards of good practice and with the respectively applicable safety regulations. Any changes to the production of the delivery -object shall require prior written approval from the Ordering Party. Specifications of the Ordering Party regarding technical data or test procedures shall not release the Supplier from its obligation to deliver the objects of delivery free from defects, in the state agreed in the contract as well as functioning properly.
- 6.2 The Supplier shall constantly check the quality of the delivery objects and, if applicable, shall inform the Ordering Party of any possible improvements to the quality.
- 6.3 The type and extent of the quality tests shall be agreed upon between the Contracting Parties. The Ordering Party may, at any time, request that the Supplier complies with industry standard and product-specific testing methods.
- 6.4 The Supplier shall keep the test documents for at least 10 years and shall present these to the Ordering Party upon request.
- 6.5 The delivered products must correspond to the respective applicable guidelines. The Supplier shall be liable for delays resulting from missing or -incorrect declarations of conformity.

7 Invoicing and payments

- 7.1 Two copies of every invoice specifying the order number and the order date shall always be sent to the Ordering Party.
- 7.2 Provided always the goods shall be delivered according to the terms of this contract and unless contractually agreed otherwise, payments effected by the Ordering Party within 14 days of receipt of the invoice shall receive an automatic 3% discounts, or shall be effected up to 30 days after receipt of the invoice without a discount.

8 Warranty

- 8.1 The Supplier shall guarantee that the delivery is free from defects, has the properties and condition agreed on, is suitable for the use specified by the Contracting Parties and that the delivered goods correspond to the state-of-the-art in terms of the technical condition, quality and design, and that the values specified by the Supplier regarding material, performance of efficiency are met.
- 8.2 The Supplier shall be responsible for ensuring that the delivered goods correspond to the applicable statutory regulations as well as to the relevant-directives and standards and that the use, as per the agreement, does not violate any rights of third parties. Furthermore, the Supplier shall be responsible for ensuring that the statutory -minimum wage is paid at its company and at subcontracting companies or at agencies providing temporary employees.
- 8.3 The Supplier also warrants to and shall cause its directors, officers, employees, agents or subcontractor to fully observe and comply to (a) any and all applicable anti-money laundering and countering the financing of terrorism laws

and regulations; (b) not to take any action in furtherance of any offer, payment, promise to pay, or authorise or approve of any payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any "government official" (including any officer or employee of a government or government-owned or controlled entity or of a public international organisation, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) to influence official action or secure an improper advantage, and (c) any and all applicable anti-corruption laws and regulations.

9 Scope of the warranty

- 9.1 If the Supplier is obligated to rework (remedy defects) or to subsequent delivery, it shall also bear the costs required for said rework or subsequent delivery, in particular costs for transportation, work and materials. This shall also apply if the Ordering Party has already paid these costs. The Supplier shall also bear the costs for detecting a defect and the cause thereof. The Supplier shall also compensate the damage resulting from executing the rework. This shall also apply if further objects are damaged in line with or as a result of said rework. Provided this does not incur disproportionate costs, this shall also apply if the costs increase through the fact that the delivery object is placed at a different location than the place of destination agreed to in the contract.
- 9.2 The costs for rework or subsequent delivery shall also include the costs for packaging, freight as well as installation/assembly and dismantling. The Ordering Party shall be compensated for time expended in the rework or subsequent delivery process. The only time this shall not apply is if the selected supplementary performance is only possible with disproportionate costs and if the Supplier is not responsible for the defect.
- 9.3 Should defects with the same cause of fault frequently occur (serial defects), the Supplier shall undertake to provide faultless parts for the series and for the rework or subsequent delivery at the shortest notice possible. The Supplier shall be liable for damage control measures, especially for a pre-emptive exchange, if the exchange of parts is due to defects of the goods manufactured or delivered by the Supplier. In this case, the Supplier shall bear all costs and expenses, including the costs for product recall.
- 9.4 The warranty period shall be 36 months after passing of the risk unless agreed otherwise. In the event of replacement delivery and rework, the warranty period for replaced and reworked parts shall be reset and start again. If in the event of serial defects the defect first occurs within the warranty period, the consequential serial defects shall be deemed as having occurred within the warranty period; declarations of and legal action regarding the first event of damage/defect shall always apply for all serial defects.
- 9.5 Provided it is not otherwise determined in the aforementioned warranty provision, the statutory provision shall apply.

10 Product liability

- 10.1 Should a claim be made against the Ordering Party by a third party, also for liability regardless of negligence or fault, the Supplier shall be obligated to release the Ordering Party from these claims if the product delivered by the Supplier is the cause of the damage. This shall also apply if and insofar as the Supplier is indirectly responsible for liability regardless of negligence or fault towards the third party. In this case, the Supplier shall bear the costs and expenditure for the rectification of the defect, including the costs for recall or servicing as well as for the required costs associated with the assertion of rights.
- 10.2 In the event of participation or involvement in the defect, the damage shall be distributed proportionately according to the statutory regulations.
- 10.3 The Supplier shall be obligated to have a product liability insurance with sufficient coverage.

11 Export control

- 11.1 The Supplier shall meet the respectively applicable requirements of the national and international export, customs and foreign trade regulations, as well as obtain the required export licences for all deliverable goods and services that are to be rendered, unless according to the -applicable law, the Ordering Party or a third party is obligated to apply for the export licences and not the Supplier.
- 11.2 Should the products and their documentation for the export or re-export be required from the Ordering Party, the Supplier shall be obligated to provide the required export documents, to classify the goods that are to be exported in accordance with the applicable legal provisions and, where required, to support the Ordering Party in the process of obtaining the export licences to a reasonable extent. Prior to exporting its deliverables and services, the Supplier shall hand over all required supporting documents (e.g. certificate- of origin) to the Ordering Party that said Ordering Party requires to obtain custom and other benefits and for customs clearance as well as that it requires for all related processes, activities, etc.
- 11.3 Furthermore, the Supplier shall undertake to inform- the Ordering Party in writing of which component- parts, group of components, devices, equipment or documents are subject to the relevant- export or re-export restrictions according to other foreign countries' (re) export formalities.
- 11.4 Should the Supplier become aware of other applicable- foreign trade regulations in the process of or after executing the order, it shall immediately notify the Ordering Party thereof in writing.
- 11.5 Should the Supplier not fulfil its obligations according- to Item 11, it shall compensate the Ordering- Party and/or its clients for all damages and expenditures resulting from this unless it can prove that it is not responsible for violating said obligation.
- 11.6 If the export licence is not granted, extended or is withdrawn due to reasons for which the Supplier is responsible, the Ordering Party shall be entitled to cancel the delivery contract for cause.

12 Compliance with environmental regulations

- 12.1 The Supplier shall ensure that it shall comply and confirm to the Environmental Quality Act 1974 and all regulations pertaining thereto. In

the event that the Supplier breach or fail to comply with any obligation or duty as required by law, the Ordering Party shall, at any time, be entitled to immediately cancel the order and to reject acceptance of the respective delivery without any additional cost for us. Furthermore, if the Supplier culpably breach any applicable law or regulation, it shall be obligated to compensate the Ordering Party for all damages and expenditures resulting from said breach.

13 Property rights and copyrights

- 13.1 The Supplier shall be liable for claims resulting from the violation of property rights whilst using the delivery objects according to the agreement. The Supplier shall release the Ordering Party and its customers from all claims resulting from the use of such property rights.
- 13.2 Solely the Ordering Party shall be entitled to the copyright for drawings, samples and other documents provided by the Supplier for the Ordering Party.
- 13.3 The Ordering Party shall have an unlimited and transferable right to use the software that is part of the delivery to the extent required for the use agreed in the contract. In addition, the Supplier shall be obligated to include the documentation that is required for full use of the software without any additional charges being made to the Ordering- Party. Provided the software in question is not standard software, the Ordering Party may request securing the source code with an access authorisation for itself just in the event of insolvency- or continued inability of the Supplier to perform.

14 Confidentiality

- 14.1 The Supplier shall be obligated to treat information from the business relationship with the Ordering Party as confidential.
- 14.2 Drawings, models and other documents may not be left to unauthorised third parties or be made accessible in any other way.
- 14.3 The obligation to maintain confidentiality shall also remain after termination of the delivery contract.

15 The Ordering Party's right of ownership

- 15.1 Any materials and tools of the Ordering Party that are made available shall in any case remain the property of the Ordering Party, even if modified by the Supplier. These shall be serviced and maintained accordingly by the

Supplier. Leaving the tools to third parties shall only be permitted with written approval from the Ordering Party.

- 15.2 Drawings, models, delivery specifications, bidding documents and other documents that were given to the Supplier shall remain the property of the Ordering Party. These may not be used for other purposes without express authorisation from the Ordering Party and shall, on request, be immediately handed over to the Ordering Party at the Supplier's expense. The Supplier's right of retention shall in this respect be excluded.
- 15.3 Tools of the Ordering Party or company-own tools that were manufactured to produce products for the Ordering Party, may only be used by the Supplier- to produce the ordered goods.

16 Secondary obligations of the Supplier

- 16.1 The Supplier shall be obligated to label the delivery objects as specified by the Ordering Party.
- 16.2 The Supplier shall be obligated to ensure that spare parts can be delivered for a period of 10 years as of the last delivery.
- 16.3 The Supplier shall require express written authorisation from the Ordering Party for it to be able to reference the business relations with said Ordering Party.

17 General terms and conditions

- 17.1 The place of receipt determined by the Ordering Party shall be the place of fulfilment.
- 17.2 This contract shall be governed by the laws of Malaysia and its validity construction and performance shall be interpreted in accordance with Malaysian law. The parties hereto hereby agree to subject to the non-exclusive jurisdiction of the Malaysian courts for these purposes and for the determination of all actions and proceedings arising out of this contract.
- 17.3 Should one provision of these Terms and Conditions and other agreements be or become invalid, the validity of the agreement shall remain unaffected. The Contracting Parties shall be obligated to replace the invalid provision by a provision- that comes as close as possible to the original economic intent of the invalid one.
- 17.4 Time whenever mentioned in this contract shall be of the essence.