

## STANDARD TERMS AND CONDITIONS OF SALE

### 1. INTERPRETATION

- "Buyer" - means the persons who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller.  
"Seller" - means Imatech Electronics Sdn Bhd (registered in Malaysia under company registration number 557400-T).  
"Goods" - means the Goods (including any instalments of the Goods or any parts for them) which the Seller is to supply in accordance with these Conditions.  
"Conditions" - means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.  
"Contract" - means the contract for the purchase and sale of the Goods.

### 2. BASIS OF THE SALE

- 2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.  
2.2 No variation to these Conditions shall be binding unless agreed in writing between the authorized representatives of the Buyer and the Seller. In the case of the Seller, the level of authority required is Director.

### 3. NON-CANCELLABLE, NON-RETURNABLE, NON-MODIFIABLE AND NON-RESCHEDULABLE GOODS

- 3.1 If the Goods is identified or classified as Non-Cancellable, Non-Returnable, Non-Modifiable and/or Non-Reschedulable in the Seller's quotation or in the Buyer's order (accepted by the Seller), the Contract constitutes a firm and binding order for the entire quantity of Goods specified of which are non-cancellable and non-modifiable by the Buyer, non-reschedulable beyond the scheduled delivery dates, and the Goods is non-returnable by the Buyer for any reason whatsoever including but not limited to, reasons due to force majeure.  
3.2 The Buyer's obligations and liabilities to the Seller shall be the aggregate of the full purchase price of the Goods regardless of whether the Goods (i) have been shipped to the Buyer and/or (ii) held in the Seller's inventory and/or (iii) manufactured, in whole or in part by the Seller's supplier.

### 4. ORDER AND SPECIFICATIONS

- 4.1 No order shall be binding on the Seller unless and until confirmed in writing by the Seller's authorized representatives.  
4.2 Minimum order quantities per line item are specified at the time of enquiry or order.  
4.3 The Seller reserves the rights to impose minimum order quantities per line or minimum order values per order.  
4.4 No order which has been accepted by the Seller may be cancelled or amended by the Buyer except with the agreement in writing of the Seller and on terms that Buyer shall indemnify the Seller in full against all loss including loss of profit, costs (including the costs of all labour and material used), damages, charges and expenses incurred by the Seller as a result of cancellation.

### 5. PRICE OF THE GOODS

- 5.1 The price of the Goods shall be the Seller's quoted price. The validity of quotations must be considered to be correct at the time of issue only. Quotations may be changed due to quantity adjustment, currency fluctuations, prior sale, manufacturer price revision or product withdrawal. Subsequent alterations may be applied by the Seller without giving notice to the Buyer.  
5.2 The Seller reserves the rights, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase of the cost to the Seller which is due to:  
5.2.1 any factor beyond the control of the Seller (such as without limitation any foreign exchange fluctuation, currency regulations, alterations of duties significant increase in the costs of labour, materials or other costs of manufacture); or  
5.2.2 any change in the delivery dates, quantities or specifications for the Goods which is requested by the Buyer or any delay caused by any instructions of the Buyer to give the Seller the adequate information or instructions.  
5.3 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

### 6. TERMS OF PAYMENT

- 6.1 Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of Goods on or at any time after delivery of the Goods.  
6.2 The Buyer shall pay the price of the Goods without any deduction within the credit terms allowed by the Seller in writing, and the Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract.  
6.3 If the Buyer fails to make any payment on the due date, then, without prejudice to any other rights or remedy available to the Seller, the Seller shall be entitled to:  
6.3.1 Cancel the Contract or suspend any further deliveries to the Buyer whether under the same Contract to which the failure relates or under any other Contract; and/or  
6.3.2 Appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied) under any other Contract between the Buyer and the Seller.  
6.4 In the event the Buyer fails to settle the price of Goods according to the agreed payment terms, the Seller shall charge and levy interest at the rate of 9% on the outstanding sum calculated on daily rate basis and this not without prejudice to the Seller's other rights and remedies herein or in law.  
6.5 It shall not be a ground for the Buyer to deduct or withhold any payment of the price of Goods on any alleged breach of the warranty or other provisions of this Contract.

### 7. DELIVERY

- 7.1 Delivery of the Goods will be affected by the Seller or its carrier delivering the Goods to the Buyer's address as notified at time of order, or at the discretion of the Seller delivery of the Goods may be made by the Buyer collecting of the Goods at the Seller's premises, at any time after the Seller has notified the Buyer that the Goods are ready for collection.  
7.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused.  
7.3 The Buyer shall not be entitled to reschedule the delivery unless a written request is made by the Buyer and it is accepted by the Seller.  
7.4 Where the goods are to be delivered in instalment, each delivery shall constitute a separate contract and any default by the Seller relating to any one or more of the instalment (whether in respect of delivery, quality or otherwise) shall not entitle the Buyer to treat the Contract as a whole as repudiated.

### 8. OWNERSHIP IN GOODS

The ownership in Goods shall not be transferred to the Buyer until the Buyer has made payment in full to the Seller for such Goods and related charges.

### 9. WARRANTIES AND LIABILITIES

- 9.1 Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specifications at the time of delivery and will be free from defects in material and workmanship for a period of **7 days** from delivery, whichever is the first to expire.  
9.2 The above warranty is given by the Seller subject to the following conditions:-  
9.2.1 The Seller shall be under no liability in respect of defects in the Goods arising from any drawing, design or specifications supplied by Buyer or from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Seller's instruction (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval.  
9.2.2 The above warranty does not extend to parts, materials or equipments not manufactured by the Seller, in respect of which the Buyer shall only be entitled the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller. In such event, the Buyer acknowledges that the Seller is acting solely as a third party distributor or reseller and the manufacturer or licensor of the Goods shall be solely responsible to the Buyer and any third party for all liability, claims, damages, obligations, costs and expenses arising from the Goods. In no event shall the Seller be responsible or liable to the Buyer or any third party for any direct, indirect, incidental, consequential, general, exemplary or special damages.  
9.2.3 Any claims by the Buyer which is based on shortage or any defect in the quality or conditions of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure and the Buyer shall be bound to pay the price as if the Goods has been delivered in accordance with the Contract.  
9.2.4 Where any claim in respect of any of the Goods which is based on any defect in the quantity or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion.  
9.2.5 Goods returned to the Seller by the Buyer will remain at the risk of the Buyer unless prior agreement has been reached by both parties. It is additionally, the responsibility of the Buyer to ensure that returned Goods are correctly packaged and all necessary associated documentation is included.

- 9.2.6 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligation in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control (including (without limitation) any delay, default or failure in this part of the supplier(s) or ultimate supplier(s) who supply directly or indirectly the Goods to the Seller for resale to the Buyer.  
9.2.7 Save as agreed herein and to the extent permitted by law, all other warranties expressed or implied are expressly disclaimed and excluded, including implied warranties of merchantability and fitness for a particular purpose and of all other obligations or liability.  
9.2.8 Any statement or information provided by Seller as to the products compliance with applicable law (including without limitation, that products are PB-FREE OR ROHS COMPLIANT), is derived by supplier from its suppliers or the manufacturer and supplier does not warrant its accuracy and will not be liable for any error with regard to such information. Buyer agrees to use this information at its own risk.

### 10. INSPECTION AND RETURN OF GOODS

- 10.1 The Buyer shall inspect all Goods promptly upon receipt and may reject any Goods that are damaged, defective, or fail in any material way to meet the manufacturer's specifications. To reject any Goods, the Buyer must notify Seller in writing of its rejection within 7 days of the receipt of the Goods and request a Return Material Authorization ("RMA") number from the Seller. Unless the Buyer notifies the Seller in writing of the Buyer's rejection and the reason therefore, the Goods shall be conclusively presumed to be accepted. Within 10 days after receipt of the written RMA number, the Buyer shall return to the Seller the rejected Goods, freight prepaid, with the RMA number displayed on the outside of the carton. The Seller reserves the right not to accept any rejected Goods where the RMA number is not displayed.  
10.2 If the Goods furnished by the Seller fail to conform to this Agreement, the Seller's sole and exclusive liability shall be, at Seller's option, to replace such Goods, refund the purchase price, or credit Buyer's account, provided that (a) the Seller is notified in writing within the time period set out above, with a detailed explanation of any alleged deficiencies, (b) such Goods are returned to the Seller, and (c) Seller's examination of such Goods disclose to the Seller's satisfaction that such alleged deficiencies actually exist and were not caused by accident, misuse, neglect, alteration, damage in transit, mishandling, improper installation, repair or improper testing.

### 11. INDEMNIFICATION

- 11.1 If any claim is made against the Buyer that the Goods infringe or that their use or re-sale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, the Seller shall indemnify the Buyer against all loss, damages costs and expenses awarded against or incurred by the Buyer in connection with the claim, or paid by the Buyer in settlement of the claims, subject to the following conditions satisfactory to the Seller:  
11.1.1 The Seller is given full control of any proceedings or negotiations in connection with any such claim;  
11.1.2 The Buyer shall give the Seller all reasonable assistance for the purposes of any such proceedings or negotiations;  
11.1.3 Without prejudice to any duty of the Buyer according to the law, the Seller shall be entitled to require the Buyer to take such steps as the Seller may reasonably require to mitigate or reduce any such loss damages, costs or expenses for which the Seller is liable to indemnify the Buyer under this Clause; and  
11.1.4 The Seller shall be entitled to the benefit of, and the Buyer shall accordingly account to the Seller for, all damages and costs (if any) awarded in favour of the Buyer which are payable by agreed with the consent of the Buyer (which consent shall not be unreasonable withheld) to be paid by any party in respect of any such claim.  
11.2 The Seller shall not be liable for any loss of revenue or opportunity or consequential, special, punitive, incidental, indirect or economic loss or damage directly or indirectly arising from the following circumstances or any other circumstances or cause not specifically mentioned herein:  
11.2.1 delivery delays beyond the estimated delivery date;  
11.2.2 incompatibility of the Goods with another equipment/component which the Buyer wishes to use in conjunction with that supplied by the Seller;  
11.2.3 death or injury to person or property damage arising from the use of the Goods;  
11.2.4 any breach of Contract or tort or negligence or failure of any kind on the part of the Seller or Seller's employees;  
11.2.5 any breach of Contract or tort or failure of any kind on the part of the Buyer as a result of any of the above; or  
11.2.6 any shortage or any defect in the quality, quantity or conditions of the Goods or their failure to meet specification.

### 12. LIMITATION OF LIABILITY

The Seller's liability for any claim of any kind, or for any loss or damage arising out of or in connection with or resulting from the Agreement, or from the performance or breach thereof, shall, in any case, not exceed the contract price of Service or purchase price of Goods and shall exclude any loss of revenue or opportunity or consequential special, punitive, incidental, indirect or economic loss.

### 13. NO WAIVER OF RIGHTS

The Buyer undertakes and confirms to the Seller that no failure or delay on the part of the Seller to exercise any power or right under the Agreements shall constitute a waiver thereof, nor shall any single or partial exercise by the Seller of any power or right hereunder preclude any other or further exercise thereof or the exercise of any other right.

### 14. GOVERNING LAW AND COMPLIANCE WITH LAWS

- 14.1 The Contract and the entire terms and conditions herein shall be governed by the laws of Malaysia excluding its conflict of laws provisions and the Seller and the Buyer shall submit to the exclusive jurisdiction of the Courts of Malaysia. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.  
14.2 In performance of its obligations hereunder, the Buyer shall comply with laws of Malaysia for all intent and purpose, unless stated otherwise. The Buyer shall defend, indemnify, and hold harmless the Seller, its directors, officers, employees and agents harmless from any loss, liability, damages or costs, including court costs or attorney's fees, resulting from Buyer's actual or alleged noncompliance.  
14.3 The rights, duties and obligations of the parties and the validity, interpretation, performance and legal effect of this Agreement shall be governed and determined by the laws of Malaysia and the parties hereby submit to the non exclusive jurisdiction of the Malaysian Courts.

### 15. INSOLVENCY

- This Clause applies if:-  
15.1 Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction), or  
15.1.1 An encumbrancer takes possession, or an administrator or administrative receiver is appointed, of any of Buyer's property or assets; or  
15.1.2 Buyer ceases, or threatens to cease, to carry on business; or  
15.1.3 Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies Buyer accordingly.  
15.2 If this clause applies then, without prejudice to any other right or remedy available to Seller, Seller shall be entitled to terminate the Agreement or suspend any further deliveries without any liability to Buyer, and if the Goods or Services have been delivered but not paid for, the price shall become immediately due and payable by the Buyer notwithstanding any contrary agreement.  
15.3 Notwithstanding anything to the contrary herein, if, in the judgment of Seller, the financial condition of the Buyer at any time does not justify continuance of shipment, the Seller may require full or partial payment in advance.

### 16. EXPORT TERMS

- 16.1 The Buyer shall responsible for complying with any registration or regulations governing the import of the Goods into the country of destination and for the payment of any applicable taxes and duties thereon.  
16.2 Payment of all amounts due to the Seller shall be made in cash or telegraphic bank transfer or by bankers order drawn on a bank in Malaysia acceptable to the Seller prior to delivery.

### 17. ENTIRE AGREEMENT

- 17.1 These Conditions and the price, quantity and Goods details in the Seller's invoice for the relevant Goods/Services shall constitute the entire agreement between the parties with respect to the supply of such Goods or Services; and may not be rescinded or terminated by Buyer unless provided therein.  
17.2 The provisions of the entire agreement supersede all prior oral and written quotations, agreement, and understandings of the parties with respect to the subject matter thereof. Seller may amend to these Conditions by giving notice in writing to the Buyer.  
17.3 If any provision of these Conditions is held to be invalid or unenforceable by any court having competent jurisdiction, this shall be treated as severable, and it shall not affect the validity and enforceability of the remaining Conditions, which shall remain in full force and effect.  
17.4 The Buyer shall not assign or transfer any of Buyer's rights or obligations under the Contract between Buyer and Seller unless otherwise agreed by the Seller in writing.  
17.5 The Buyer acknowledges and agrees that any terms and conditions set forth on any purchase order or other documents submitted by the Buyer which are different than or conflict with the terms and conditions herein are hereby rejected by the Seller and are superseded by the terms and conditions herein which shall govern in all respects.

### 18. FORCE MAJEURE

The Seller shall not be liable for delays in performance of its obligations under the terms herein when caused by any of the following which are beyond the actual control of the Seller: acts of God, acts of the public enemy, acts of terrorism, acts or failure to act by Buyer, acts of civil or military authority, governmental priorities, strikes or other labour disturbances, hurricanes, cyclones, tornados and storms of a similar nature, earthquakes, fires, floods, epidemics, embargoes, war and riots.