

TERMS AND CONDITIONS OF PURCHASE BY KRAIBURG TPE TECHNOLOGY (M) SDN.BHD.

Scope of Application

(1) These Condition of Purchase shall be apply to all the purchase, and service agreement between KRAIBURG TPE Technology (M) Sdn. Bhd, subsidiaries, successors or assigns thereof (hereinafter referred to as "Buyer") and a seller or contractor a person, firm or company to whom the Order is addressed (hereinafter referred to as "Seller"). All the products and/or services to be supplied by Seller under the Order (hereinafter referred to as "Material"). The purchase order issued by Buyer for the supply of Materials, which may be an oral communication or a written electronic document, and may also include particular shipping instructions and/or other specifications required by Buyer for the Materials (hereinafter referred to as "Order"). Conflicting or deviating conditions stipulated by Seller or other reservations made by Seller shall not be deemed accepted unless Buyer has expressly accepted them in writing for a special order. Other agreements, amendments or subsidiary agreements shall not be effective unless Buyer has given its written consent thereto.

(2) This Offer shall become an "Agreement" upon acceptance by Seller. Buyer hereby expressly objects to and rejects any such additional or different provisions, and none of such provisions shall be deemed to be part of this Agreement unless specifically agreed to in writing by Buyer.

(3) Seller agrees to sell. Transfer and deliver the Materials to Buyer for the purchase price set forth in the Order, subject to all of the covenants, terms and conditions hereof.

Price

(1) Unless otherwise agreed by Buyer, the prices indicated in the order shall be the fixed and final prices.

(2) Buyer has the right to reject will not accept any shipment if there is at any increase in price contrary above that indicated on this to the order unless otherwise agreed upon in writing by Buyer. Any general price decrease announced by Seller in classification of equipment and/or materials similar to the items described on this the order shall automatically reduce the price thereof by a comparable percentage.

(3) Seller shall be responsible for all shipping and insurance costs, including without limitation to delivery charges, insurance, duty, packing, crating, and cartage and freights costs. General delivery terms should be interpreted in accordance with the INCOTERM in force on the date the Agreement is concluded.

Terms of Payment

(1) The Buyer reserves the right to set off any payment due to the Seller against sums owed to Buyer or any of its affiliates at any time in respect of which the Seller may be in default to the Buyer.

(2) Payment does not constitute acknowledgement of conditions and prices. The timing of the payment is of no relevance to the supplier's Seller's warranty obligations or to the right to make complaint by Buyer subsequently.

Modification

(1) Changes, modifications, waivers, additions or amendments to the terms and conditions of this the order shall be binding on buyer only if such changes, modifications, waivers, additions, or amendments are made in writing and signed by a duly authorized representative of the Buyer.

Delivery and Performance

(1) The order is placed on the understanding that deliveries and/or performance will be provided strictly in accordance with the Buyer's requirement as stated in the order or in any agreed delivery or performance schedule and the Seller accepts that, where specified by the Buyer, time is of the essence.

(2) The delivery dates indicated by the Buyer for the articles, material or service to be supplied under this purchase order are of the essence. Failure to deliver within time meet agreed upon delivery shall be considered a breach of the contract; furthermore, whereby Seller agrees to fully indemnify pay to the Buyer for any penalty and damages imposed upon or incurred by the Buyer due to the for failure of Seller to deliver articles, materials, or service Materials on such delivery dates stipulated in the Order.

(3) The Buyer reserves the right to reject and/or refuse acceptance of goods which are supplied in excess of the Buyer's requirements as stated in the order and the Buyer accepts no liability for such excess goods. Such excess goods Materials may be returned by the Buyer at the Seller's absolute risk and expenses.

(4) It is the Seller's responsibility to comply strictly with this Agreement schedule, and but not to anticipate Buyer's requirements. Goods Materials shipped by Seller to Buyer in advance of schedule stated in Order may be returned by Buyer to Seller at Seller's absolute risks and expenses. Buyer may reschedule the delivery of any unshipped product Materials for later delivery within 14 days of the delivery date originally scheduled delivery date.

(5) For the avoidance of doubt where it is agreed that the Seller shall unload the Goods on the Buyer's site, such activity will be constructed as Services for the purpose of the order. The Buyer shall not be deemed to have accepted any Goods until the Buyer has had a reasonable period of time to inspect them. Buyer shall have the rights to

reject the Materials before inspection and/or after inspection.

(6) Upon rejection or revocation of acceptance of any Materials, Seller shall promptly replace or correct, at Buyer's option, any unsatisfactory units at Seller's expense.

(7) Buyer's failure to inspect or reject Materials or payment for Materials, shall not relieve Seller of any of its obligations hereunder or constitute a waiver of any Buyer's right hereunder.

Packing

(1) The Seller shall provide suitable containers and/or packing materials for the sale, delivery and reasonable storage of Goods supplied, all such containers and packaging to shall comply with any requirements of laws and regulations in force by the relevant authorities at the time of delivery.

Warranty Provisions

Seller hereby warrants to Buyer that, in addition to any and all express and implied warranties provided, the Materials:

(I) shall be provided in a competent, professional manner and in accordance with the highest standards and best practices of Seller's industry;

(II) shall be free from defects in materials and workmanship, and shall be merchantable and fit for their particular purpose;

(III) shall conform to and perform in accordance with all specifications, drawings, samples and other requirements referred to in the Order and

(IV) when shipped shall be free from all liens, security interests and encumbrances of any type whatsoever; and

(V) shall be manufactured, produced, labeled, furnished and delivered to Buyer in full and complete compliance with all applicable laws and regulations promulgated or issued thereunder, as from time to time amended, modified and /or superseded..

Cancellation

(1) In the event of non-performance or under-performance under this Agreement of Services, or of non-delivery of the whole or any part of the Goods Materials within the period stated in the order or, if no period is stated, then within three months, the Buyer shall have the right to cancel the order or the part then undelivered or not performed without prejudice to any claim which the Buyer may have against the Seller arising out of such non-delivery, non-performance or otherwise.

(2) The Buyer is entitled to cancel any undelivered or non-performed part of this order forthwith by notice given to the Seller in writing, by fax or email, if the Seller makes any assignment for the benefit of creditors or if a receiver or administrator is appointed in respect of all or substantially all of the Seller's property or if the Seller becomes insolvent or goes into liquidation (except for the purposes of amalgamation or reconstruction).

(3) Defective materials shall be returned by freight collect to Seller. Replacement material shall be sent by freight prepaid from Seller, who shall will absorb the burden of all additional cost or premium for transportation when defect or replacement materials places critical time or delivery schedule constraints on the Buyer.

Default

Seller shall be deemed to be in default hereunder if it violates any of the terms hereof or fails timely to perform any of its covenants, duties or obligations hereunder.

Upon default by Seller, Buyer may exercise any or all of the following rights and remedies, in addition to such other rights and remedies as may be provided hereunder or under applicable law;

- (I) Reject or revoke acceptance of any or all of the Materials and/or
- (II) Terminate this Agreement without any obligation whatsoever with respect to Materials

not yet delivered to Buyer at the time of termination.

Force Majeure

(1) Either party may totally or partially cancel an the order or delay delivery or performance during any period which its performance is prevented or hindered by circumstances beyond its reasonable control including but not limited to requisitions by Government Authority, war, strike, lock-out, plant break-down, unavailability of raw materials, riots, disease, Act of God, storm, failure of public utilities or common carrier, or the need to comply with legislation or reasonably anticipated legislation has the effect of preventing or hindering the free manufacture, sale, delivery, use or supply of the Goods or Services or of materials to be made by the Buyer from or incorporating the Goods.

Indemnity

(1) In the event Seller, its officers, employees and agents or any of them enter premises owned, leased, occupied by or under the control of Buyer in the performance of or in connection with this order, Seller unconditionally agrees to fully indemnify and hold Buyer, its officers, agents and employees harmless from any loss, cost, damage, or bodily injury (including death) of whatsoever kind or nature arising out of, or incidental to the performance, delivery or installation of this order occasioned in whole or in part by any action or omission of Seller, its employees, officers and agents or any of them.

(2) Seller agrees to indemnify and hold Buyer harmless from and against any and all liabilities, costs, losses or expenses, including reasonable lawyer's fees, incurred or suffered by Buyer as a result of or in connection with Seller's breach of any of its obligations hereunder

Insurance

(3) Seller will shall always maintain general comprehensive liability, property damage and automobile liability insurance, including contractual

endorsement and products hazards coverage, in reasonable amounts covering the obligations set forth in this order and, upon request, it Seller will shall forthwith provide Buyer with a Certificate of insurance indicating the amount of such insurance coverage.

(4) The insurance coverage and amounts to be maintained are not intended to and shall not in any manner limit or qualify the liabilities and obligations of Seller.

(5) Seller agrees to defend and indemnify buyer and its customers from and against all claims, actions, liabilities, losses and costs and expenses arising out of the death or injury to any person, property damage or loss, or economic injury arising out of this order.

Applicable Law

(6) The validity, interpretation, and performance of these Condition of Purchase shall be governed by the local laws where the Buyer is incorporated and/or resides conduct its business without reference to any conflicts of law principles.

(7) The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

(8) Seller hereby consents to the exclusive jurisdiction and venue of the Federal and state courts where the Buyer is incorporated and/or conduct its business.

Compliance with Law

(1) Seller agrees that at all times it will shall comply fully with all applicable federal, state, municipal and local laws, orders and regulations, including but not limited to those affecting or limiting prices, production, purchase, sale, and use of material. If requested by buyer, Seller agrees to timely certify compliance with such laws in such forms as buyer may request.

(2) Seller shall follow and comply with the Buyer's Code of Conduct whereby a copy of the Code of

Conduct will be forwarded to the Seller whenever it is necessary upon request.

CONFIDENTIALITY

(1) Seller shall preserve all special drawings, dies, patterns, tooling or other items supplied or paid for by the Buyer in good condition; and they are the property of the Buyer unless otherwise specified, and the same such items shall be returned forthwith in good condition when the work on the order has been completed or terminated, or at any other time as requested by Buyer. No special drawing, die, pattern, tool or other item supplied by the Buyer or made by Seller for the use of or delivery to the Buyer, or for use by Seller in supplying the Buyer, shall be used by Seller for any purpose other than supplying the Buyer, without Seller first obtaining the written consent from of the Buyer.

(2) Seller shall not advertise, publicly announce or provide to any other party information relating to the existence of this Agreement or use Buyer's name in any format for any promotion, publicity, marketing or advertising purpose, without Buyer's prior written consent.

GENERAL PROVISION

(I) Time is of essence in Seller's performance. Seller must immediately notify Buyer whenever seller has knowledge of an actual or potential delay to the timely performance of the Order.

(II) This Agreement shall constitute the complete understanding and contract between Seller and Buyer with respect to the subject matter hereof and supersedes any prior written or oral understandings with regards thereto.

(III) Seller may not assign or subcontract any of its rights or obligations without Buyer's prior written consent.

(IV) Buyer and Seller acknowledge that they are each independent parties and neither shall be deemed an agent or representative of the other or have authority to bind the other in any manner whatsoever.