

SYMANOR SDN BHD STANDARD TERMS AND CONDITIONS OF SALE

These terms and conditions ("Conditions") govern the sale of products ("Products") and the provision of services ("Services") by SYMANOR SDN BHD. These Conditions shall apply provided, however, that in the event that you, the customer ("Customer" or "Buyer"), have a written contractual agreement with Seller regarding your purchase of Products/Services, then the terms and conditions contained in that agreement (supplemented by the non-conflicting terms contained in these Conditions) shall govern the quotations and sales of Products/Services purchased from Seller.

Seller's failure to object to any document, communication or act of Customer will not be deemed a waiver of any of these Conditions. Any addition or change to these Conditions must be specifically agreed to in writing by a duly authorized officer of Seller before becoming binding on Seller.

These Conditions take precedence over Buyer's terms and conditions including any supplemental or conflicting terms and conditions to which notice of objection is hereby given. Acceptance by Buyer is limited to and subject to these Conditions. Neither Seller's commencement of performance nor delivery shall be deemed or constituted as acceptance of Buyer's supplemental or conflicting terms and conditions. Buyer's acceptance of delivery of the Products/Services from Seller, making any payments or ordering any products having previously received these Conditions, will be deemed as Buyer's acceptance of these Conditions, notwithstanding any terms contained in any prior or later communication from Buyer and whether or not Seller will specifically or expressly object to any of Buyer's terms.

1. ORDERS

All orders placed by Buyer ("Orders") are subject to written acceptance by Seller. Orders may not be cancelled or rescheduled without Seller's prior written consent. Orders shall be in the specified standard pack quantity or multiples thereof. Buyer is responsible for the accuracy of its Order and any Buyer's specification and for supplying any relevant information within sufficient time to enable Seller to perform the contract for delivery of Products/Services. Seller may designate certain Products as NCNR (non-cancelable, non-returnable) or C/S (Customer specific) and the sale of such Products shall be subject to the special terms and conditions contained in Seller's Special Products Agreement or the NCNR Agreement for Scheduled Orders, which shall prevail and supersede any inconsistent terms and conditions contained herein or elsewhere. Seller reserves the right to make changes to the specifications of any

Products/Services supplied which are required to conform with any applicable safety, statutory or regulatory requirements or, where Products are to be supplied to Product's specification, which do not materially affect the quality or performance, or resulting from any change in manufacturer's product specification.

Seller reserves the right to accept or refuse the Order depending on the availability of the products and the Buyer's solvency.

Seller reserves the right not to process an Order if the Buyer's payment is late.

2. PRICES

Prices shall be as specified by Seller and shall be valid for the period specified in Seller's quotation. If no period is specified, prices are valid on day of issue only, thereafter Seller may change them without notice.

Pricing for undelivered Products may be increased in the event of any increase in Seller's costs, change in market conditions or any other causes beyond Seller's reasonable control. All prices quoted are exclusive of transportation, freight, handling, insurance costs, duties and all taxes, impositions and other charges, including but not limited to: sales, use, excise, value added and similar taxes or charges imposed by any government authority, international shipping charges, forwarding agent's and broker's fees, consular fees, document fees and import duties.

Buyer shall be liable for and agree to pay for any tax, fee, duty, transportation, freight, or other service that is payable under the laws and regulations of Singapore or an importing country or transit country unless Seller agrees in writing that the sale is exempted. Buyer agrees to indemnify and hold Seller harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon.

3. PAYMENT

Seller's standard terms of payment are net thirty (30) days from the date of invoice unless otherwise specified in writing by Seller. Seller may invoice each shipment separately and each shipment shall be considered a separate and individual contract. Buyer agrees to pay Seller's invoice in full without any deductions or set-off.

Seller shall have the right to offset any sum owed by Seller or any of Seller's subsidiaries to Customer against any sum owed by Customer to Seller or any of Seller's subsidiaries.

Orders are subject to credit approval by Seller, who may in its sole discretion at any time change the terms of Buyer's credit, require payment in cash, bank wire

transfer or by official bank cheque and/or require payment of any or all amounts due or to become due for Buyer's Order before shipment of any or all of the Products. If Seller believes in good faith that Buyer's ability to make payments may be impaired or if Buyer shall fail to pay any invoice when due, Seller may suspend and/or delay delivery of any Order or any remaining balance thereof until such payment is made or cancel any Order or any remaining balance thereof, and Buyer shall remain liable to pay for any Products already shipped to Buyer. Buyer agrees to submit such financial information from time to time as may be reasonably requested by Seller for the establishment and/or continuation of credit terms. Buyer shall pay interest on any invoice not paid when due from the due date to the date of payment at the rate of one and one-half percent (1½%) per month or such maximum rate as allowed by law, whichever is lesser. If Buyer fails to make payment when due, Seller shall have the rights to pursue any or all legal or equitable remedies and, in which event, Buyer shall be liable for Seller's costs and expenses (including legal fees) incurred in the collection of the unpaid sum owing and due from Buyer.

4. DELIVERY

Unless otherwise specified, Products are shipped ExWorks Seller's facility and directly to the address indicated in the Order form (as defined in Incoterms 2020). Buyer shall pay all freight, handling, delivery, special packaging and insurance charges for shipment of Products. Choice of carrier and shipping method and route shall be at Seller's election. Seller shall have the right to deliver all Products covered by an Order at one time or in multiple shipments from time to time, within the agreed time for delivery. Each shipment of Products shall be in the specified standard pack quantity or multiples thereof.

Delivery will be deemed complete and risk of loss or damage to the Products will pass to Buyer upon delivery to the carrier. Buyer acknowledges that delivery dates provided by Seller are estimates only and Seller shall not be liable for delays in delivery or for failure to perform due to events beyond the reasonable control of Seller nor shall the carrier be deemed an agent of Seller. In the event of delay caused by such event, the date of delivery shall be extended for a period equal to the time lost as a consequence of the delay in delivery without subjecting Seller to any liability or penalty. Time for delivery shall not be of the essence. If the Products perish while in the custody of the carrier, Seller shall be deemed to have performed its obligations in full. Where the Products/Services are to be delivered in installments each delivery shall constitute a separate contract and failure by Seller to deliver any one or more installments under these Conditions or any claim by Buyer in respect of any installment shall not entitle Buyer to refuse future deliveries. Title in the Products shall not pass to Buyer until such time as full payment for the Products has been received by Seller and until such time, Buyer shall hold the Products as Seller's fiduciary agent or trustee and bailee, and shall keep the Products separate to Buyer's goods and to those of third parties and properly stored, protected, insured and identified as Seller's property, but shall be entitled to use the Products in the ordinary course

of Seller's business. Until title in the Products passes to Buyer, Seller can require Buyer to return the Products and, if Buyer fails to do so, immediately on request, Seller may enter Buyer's premises to repossess them. Buyer shall indemnify Seller against liability for damage caused in repossessing Products. Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Products which remain Seller's property, but if Buyer does so, all moneys owing by Buyer to Seller shall forthwith become due and payable. Buyer agrees, from time to time, to take any act and execute and deliver any document (including, without limitation, financing statements) reasonably requested by Seller to transfer, create, perfect, preserve, protect and enforce the provisions of this Clause 4.

Customer will pay for storage charges if Seller holds products at Customer's request pending instructions or rescheduled delivery.

Seller will not be liable for any failure or delay in its performance or in the delivery or shipment of products, or for any damages suffered by Customer due to Force Majeure (Clause 15). Seller reserves the right to cancel without liability any Order, the shipment of which is or may be delayed for more than 30 days by reason of any such cause. Seller reserves the right to allocate in its sole discretion among customers or potential customers, or defer or delay the shipment of, any Product which is in short supply.

No Order or Customer obligation may be cancelled, rescheduled, reconfigured, or assigned without Seller's prior written authorization and, in such event, Customer will be liable to Seller for any additional costs and expenses incurred by Seller. Prices are subject to change by Seller upon Customer rescheduling or reconfiguring Orders. Prices are also subject to change in response to supplier price increases or if a price has been quoted in error, whereupon, Customer may cancel the undelivered portion of any affected Order by delivering written notice to Seller prior to the shipment thereof and within 10 days of its receipt of notice of the price increase.

5. ACCEPTANCE/RETURNS

Shipments will be deemed to have been accepted by Buyer upon receipt of the said shipments at Buyer's facility.

Upon receipt of Products, Buyer agrees to inspect and/or test Products. Inspection or testing shall be completed promptly and in no event later than 7 days after delivery of Products. Products shall be deemed accepted by Buyer unless Buyer provides Seller, within 7 days of the delivery of Products, a written notice specifying all defects or discrepancies in the quality or quantity of Products. In the event of an over-shipment, Buyer shall have the option to return the Products to Seller at Seller's expense or alternatively, Buyer may elect to retain the excess Products (subject to adjustment of the invoice price to account for excess items.) Any return of Products shall be subject to compliance with

Seller's Return Merchandise Authorization (RMA) policies and procedures as well as applicable restocking charges. Buyer may obtain details of these from Seller on request. Returned Products must be in the original packaging and conform with minimum package quantity (MPQ) requirements.

No returns may be made for any reason without a Return Authorization Form issued by Seller. If Customer refuses to accept tender or delivery of any Products or returns any Products without authorization from Seller, such Products will be held by Seller awaiting Customer's instruction for 20 days, after which Seller may deem the Products abandoned and dispose of them as it sees fit, without crediting Customer's account.

6. STORAGE AND MANAGEMENT OF STOCK

Buyer shall make sure that the Products are kept as per specified storage environment and are handled with care from their delivery till their sale.

Buyer shall also ensure that the transporter complies with the same storage conditions when the Products are transported under Buyer's liability. Seller shall not be liable for any quality defects that are due to inappropriate storage conditions and shall not incur any liability and no product returns shall be accepted.

7. PRODUCT CLASSIFICATION

Seller may designate Products as "Standard", "Non-Standard" or "Custom", and inform Customer of such designation.

"Standard" products refer to common products normally offered by Seller that are not tailored to any particular end application and where Seller has multiple existing buyers;

"Non-Standard" products refer to products where Buyer is the primary purchaser of such products and to the extent that the Buyer accounts for 60% or more of Seller's quarterly sales volume for the products;

"Custom" products refer to any customized products, special, value added or other products, including without limit products to be assembled in kit form, products of manufacturers who do not appear on Seller's line card, and products for which the applicable manufacturer will not extend return/cancellation privileges and work in process.

8. CANCELLATION/RESCHEDULING

For Standard and Non-Standard Products. Buyer may cancel or reschedule Orders prior to delivery to the carrier only (i) upon giving advance written notice of at least 30 and 60 days, respectively, or otherwise as stated by Seller and (ii) with the written consent of Seller. If Seller consents to the cancellation or rescheduling of an Order for Products in Seller's discretion, Buyer shall pay Seller any supplier's restocking fee and reasonable cancellation charges. If Buyer requests an accelerated delivery date, Seller will use commercially reasonable efforts to meet such request. If Buyer requests a delayed delivery date, the rescheduled delivery date may be not be greater than 60 days later than the original delivery date. Any extra cost incurred by Seller to meet Buyer's request for rescheduling/cancellation will be Buyer's responsibility. There is no return privilege for both Standard & Non-Standard products unless otherwise specified in writing by Seller.

Any Product that is or becomes designated as Custom shall be strictly considered as non-cancellable, non-returnable and non-reschedulable. Buyer assumes full liability for any Custom Product that:

- (a) has been shipped to Buyer and/or
- (b) is being held in Seller's inventory for Buyer and/or
- (c) has been ordered by Seller from and been manufactured by Seller's supplier, in whole or in part, and/or
- (d) is part work-in-process and/or pre-built value enhanced Product being held in Seller's or its subcontractor's inventory for Buyer. Buyer shall pay any cancellation charges invoiced by Seller by its supplier with respect to Custom Products, as well as any related labor, transportation raw materials and storage costs.

9. SELLER'S WARRANTY AND LIMITATION AND LIMITATION OF LIABILITY

Seller warrants to Buyer that upon delivery to Buyer the Products purchased hereunder shall conform to the applicable manufacturer's specifications for such Products and that any value-added work performed by Seller on such Products shall conform to applicable Buyer's specifications to such work. Seller makes no other warranty, express or implied, with respect to the Products. IN PARTICULAR SELLER MAKES NO WARRANTY IN RESPECT OF THE MERCHANTABILITY OF THE PRODUCTS OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR ANY INFRINGEMENT. ALL WARRANTIES, CONDITIONS OR OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. With respect to Products which do not meet applicable manufacturer's specifications and with respect to value-added work by Seller which does not meet applicable Buyer's specifications, Seller's liability is limited, at Seller's election, to (1) refunding Buyer's purchase price for such Products (without interest), (2) repairing such Products, or (3)

replacing such Products, PROVIDED however, that such Products must be returned to Seller, along with acceptable evidence of purchase, within thirty (30) days from date of delivery, transportation charges prepaid. Seller shall transfer to Buyer whatever transferable warranties and indemnities Seller receives from the manufacturer of the Products, including any transferable warranties and indemnities in respect of patent infringement.

The performance of any value-added service may void the manufacturer's warranty and render products nonreturnable. Orders incorporating such services are, accordingly, non-cancelable and the products are nonreturnable. Any third party value-added service provider is deemed to be an agent of customer.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER'S LIABILITY ARISING IN CONNECTION WITH OR UNDER THIS AGREEMENT OR ANY ORDER (WHETHER UNDER BREACH OF CONTRACT, TORT, MISREPRESENTATION, FRAUD, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BRANCH OF LAW) EXCEED THE PURCHASE PRICE OF PRODUCTS.

(a) Seller warrants to Buyer that on delivery and for a period of 3 months thereafter, Products will conform to the applicable Products specifications issued by the manufacturer of the relevant Products. Seller warrants that so far as it is reasonably able so to do, it will transfer to Buyer the benefit of any transferable warranties given by the relevant manufacturer of the Products (subject always to the terms, conditions and limitations of any such warranty) and any other rights which the Seller may enforce against the manufacturer. Buyer's remedies relating to any claim that Products are defective or not in accordance with the contract for their supply or not in accordance with any express description, representation, condition or warranty implied by law or any other claim in respect of the Products or any workmanship relating thereto shall in all cases be limited to enforcement of the manufacturer's warranty (as mentioned above) and the Seller shall not be liable for any claim, damages, compensation, costs, expenses losses of any kind, direct or indirect or consequential, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR LOSS OF BUSINESS OR PROFIT, WHETHER OR NOT CUSTOMER WILL HAVE INFORMED SELLER OF THE POSSIBILITY OR LIKELIHOOD OF ANY SUCH DAMAGES and any other remedy which would otherwise be available in law is hereby excluded (save only to the extent that such exclusion is prohibited by the applicable governing law). IT IS BUYER'S OBLIGATION TO REQUEST FOR COPIES OF ANY APPLICABLE MANUFACTURER WARRANTIES AND BUYER SHALL BE DEEMED TO HAVE ACCEPTED SUCH WARRANTIES UPON ACCEPTANCE OF DELIVERY OF THE PRODUCTS.

(b) Seller's exclusive obligations with respect to any non-conforming, Products/Services or breach of warranty or condition in relation to quality, fitness

for purpose, merchantability or suitability of Products/Services shall be, at Seller's option, to repair or replace the Products, if it is determined to be defective, or to re-perform the Services, or to refund or credit the Buyer the price paid for the relevant Products/Services.

(c) THE FOREGOING WARRANTIES ARE THE SOLE WARRANTIES, GIVEN BY SELLER IN CONNECTION WITH THE PRODUCTS/SERVICES, AND SELLER DISCLAIMS AND EXCLUDES TO THE FULLEST EXTENT PERMITTED BY LAW ALL OTHER WARRANTIES AND CONDITIONS (WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE) INCLUDING, BUT NOT LIMITED TO THOSE RELATING TO QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT OF THIRD PARTY RIGHTS AND LATENT DEFECTS (and subject to the following clauses 9(d) to (j)).

(d) Replacement Products are warranted as set forth above. Any Products repaired or serviced by Seller are warranted as provided in this Clause 9 for the remainder of the warranty period or thirty (30) days after the Products are returned to Buyer, whichever is later (based upon the date that repair or other agreed service is completed).

(e)The warranties hereunder shall not apply to any Products that have been subject to misuse, improper testing, assembly, mishandling, or which have been operated contrary to current instructions relating to installation, maintenance or operation, or contrary to industry standards relating to acceptable input power.

(f) Seller shall have no liability for any copyright, design or patent infringement, which may occur as a result of the sale of Products to Buyer. Buyer's only remedy or recourse for copyright, design or patent infringement shall be against the manufacturer of the Products. There shall be no remedy or recourse against Seller or the manufacturer to the extent the infringement arises from or is otherwise based upon:

- (i) the manufacturer's or Seller's compliance with the particular requirements of Buyer that differ from the manufacturer's standard specifications for the Products;
- (ii) modifications or alterations of the Products other than by the manufacturer; or
- (iii) a combination of the Products with other items not furnished or manufactured by the manufacturer or Seller.

(g) SUBJECT TO CLAUSE 9(j) BELOW, SELLER SHALL NOT BE LIABLE TO BUYER BY REASON OF ANY REPRESENTATION (UNLESS FRAUDULENT) OR ANY IMPLIED WARRANTY, CONDITION OR OTHER TERM OR ANY

DUTY AT COMMON LAW OR UNDER AN EXPRESS TERM OF THE AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE (WHETHER FOR LOSS OF PROFIT, TURNOVER, BUSINESS, GOODWILL OR OTHERWISE) COSTS, EXPENSES OR OTHER CLAIMS FOR COMPENSATION WHATSOEVER (WHETHER CAUSED BY SELLER'S NEGLIGENCE OR THAT OF ITS EMPLOYEES OR AGENTS OR OTHERWISE) WHICH ARISE OUT OF OR IN CONNECTION WITH THE SUPPLY OF THE PRODUCTS/SERVICES OR THEIR USE OR RESALE BY BUYER AND,

(h) SELLER'S ENTIRE LIABILITY UNDER OR IN CONNECTION WITH THE AGREEMENT SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS/SERVICES FORMING THE SUBJECT OF BUYER'S CLAIM,

(i)) PROVIDED ALWAYS THAT NOTHING IN THESE TERMS AND CONDITIONS SHALL OPERATE OR BE CONSTRUED SO AS TO EXCLUDE OR RESTRICT THE LIABILITY OF THE SELLER FOR FRAUD OR DEATH OR PERSONAL INJURY CAUSED BY REASON OF THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES OR AGENTS.

(j) If Buyer wishes to claim under the foregoing warranties Buyer must notify Seller within fourteen (14) days of discovery of any defect and in any event no later than twelve (12) months of the delivery of the relevant Products, otherwise Buyer waives its rights and Seller shall have no liability for any alleged defect. The above warranties are not assignable and Seller cannot accept warranty returns directly or indirectly from Buyer's own customers or from the users of the Products. Nothing herein shall create any privity of contract between Seller and Buyer's own customers.

Use of Customer's part number on any document or on any products is for convenience only and does not constitute any representation by Seller with respect to the performance, specifications, or fitness of any part for any purpose.

10. EXPORT CONTROL/USE OF PRODUCTS

Buyer certifies that it will be the recipient of Products to be delivered by Seller. Buyer agrees to abide by all applicable laws and regulations that the Products are subject to, including the export or resale/re-export and/or import control laws and regulations of various countries (and in particular the export control regulations of Malaysia and/or the USA, as amended) under the laws of the country of manufacture, the country of Seller/distributor, and the country in which Customer resides. Buyer agrees to comply with such restrictions, laws and regulations and agrees that the Products/Services will not be used, sold, re-exported or incorporated into products used directly or indirectly, in the design, development, production, stockpiling, or use associated with any chemical, biological, nuclear programs (including activities related to nuclear explosive devices, nuclear reactors, and nuclear fuel-cycle activities), nuclear weapons or

missiles (including cruise and ballistic missile systems, space launch vehicles, sounding rockets, target drones, remotely piloted vehicles, and reconnaissance drones) or missiles capable of delivering such weapons, or in support of any terrorist activity or any other military use, nor will they be re-sold if it is known or suspected that they are intended to be used for such purposes and maritime nuclear propulsion projects except as authorized under applicable laws and regulations relating to the export and/or re-export of these items.

Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Products/Services into the country of destination and for the payment of any duties thereon. Buyer agrees that it will not sell, resell, re-export or ship or otherwise divert, directly or indirectly, any of the Products delivered by Seller and further agrees to comply strictly with all Singapore export laws and regulations, and assume sole responsibility for obtaining licenses to export or re-export as may be required. In the ordinary course of Seller's business, Seller distributes Products which it purchases from the manufacturer/supplier thereof and Seller makes no alterations whatsoever before sale to the Buyer. In so far as it is practicable, Seller maintains the integrity of and sells the Products in the manufacturer's or supplier's packaging. Buyer agrees that in all cases, Buyer has knowledge of the origin of the Products and all Buyer's Orders are placed in that knowledge and at the specific request of Buyer. Any statement as to product country of origin, Export Control Classification Number, or compliance with applicable law (including, without limitation, that products are lead-free or RoHS compliant) is as provided to Seller by its manufacturers/suppliers, and Seller does not warrant its accuracy and will not be liable for any error with regard to same. Customer uses such information at its own risk.

In selecting and ordering the Products, Buyer agrees that it is using its own skill and judgment. Buyer agrees that Products sold by Seller are not designed by the manufacturer for use in life support, life sustaining or nuclear applications or in devices or items intended for surgical implant into the body, or other applications or products for which a product failure may result in personal injury, death, or catastrophic property damage. If Buyer sells or otherwise uses the Products for such applications, or breaches its obligations relating to export restrictions, use or misuse of the Products in the manner referred to in clause 9(f) above, Buyer agrees that it does so completely at its own risk and irrevocably undertakes to indemnify Seller and its suppliers/manufacturers for any damages resulting from such sale or use or misuse, including Seller's reasonable legal fees and expenses.

11. ANTI-BRIBERY

In relation to the transactions that are the subject of these Conditions, neither Seller nor Buyer has made, offered or will make, offer any payment, gift, promise or other advantage, whether directly or through any other person or entity, to either party where such payment, gift, promise or other advantage would violate

any anti-bribery and money-laundering laws (including but not limited to Section 17A of the MACC Act 2009) or any other applicable law.

12. TRADE COMPLIANCE

In relation to the transactions the subject of these Conditions, Seller agrees to comply with all applicable import, export, re-export, economic sanctions, anti-bribery and anti-boycott laws and regulations, international trade Laws and any other applicable law.

13. TECHNICAL ASSISTANCE OR ADVICE

Any technical assistance or advice offered by Seller regarding use of any Products/Service or provided in connection with Buyer's purchases is given free of charge and as an accommodation to Buyer. Seller shall not be held liable for the content or Buyer's use of such technical assistance or advice nor shall any statement made by any of Seller's representatives in connection with the Products/Services constitute a representation or warranty, express or implied. Seller's employees or agents are not authorized to make any representations regarding any Products/Services unless confirmed by Seller in writing and signed by a Director of Seller. Buyer acknowledges that it does not rely on any such representations that are not so confirmed. Any typographical or other error or omission in any sales literature, pricing, invoice or quote is subject to correction without any liability on Seller's part.

14. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the parties agree to submit to the exclusive jurisdiction of Malaysia courts.

15. FORCE MAJEURE

Seller shall not be liable for its inability to secure sufficient quantities of any Products or failure to perform or to deliver Products/Services due to causes directly or indirectly beyond Seller's reasonable control including, but not limited to, acts of God, natural or artificial disasters, riots, wars, strikes, delay by carriers, or shortage of Products, epidemics, pandemics, which shall be considered as circumstances of force majeure excusing Seller from performance and barring remedies for non-performance. If force majeure circumstances occur, the Seller's time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure circumstances without subjecting Seller to any liability or penalty. Seller may, at its option, suspend performance, cancel, terminate or vary the terms of the contract for the relevant Products/Services, without any liability or penalty, by giving notice to Buyer.

16. NON-WAIVER

No course of dealing or failure of either party to strictly enforce any term, right or condition hereunder shall be construed as a waiver of that term, right or condition nor shall Seller's acceptance of an Order from Buyer be deemed as an acceptance of any terms and conditions therein to the extent inconsistent with these Conditions.

17. CONFIDENTIALITY

These Conditions, the terms of any other contract that Seller may enter into with Buyer and any technical, commercial or financial information that may be disclosed by Seller to Buyer relating to Products/Services constitute confidential information. Buyer shall not disclose such confidential information to any third party without Seller's prior written consent.

18. INSOLVENCY

This clause applies if:

(a) 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 or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

(b) an encumbrancer takes possession of, or an administrator or administrative receiver is appointed in relation to, any of Buyer's property or assets; or

(c) Buyer ceases, or threatens to cease, to carry on business; or

(d) Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to Buyer and notifies Buyer accordingly. 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 Products/Services have been delivered but not paid for, the price shall become immediately due and payable by the Buyer notwithstanding any contrary agreement.

19. ENTIRE AGREEMENT

These Conditions and the price, quantity and Products detailed in Seller's invoice for the relevant Products/Services shall constitute the entire agreement between the parties with respect to the supply of such Products/Services; and may not be rescinded or terminated by Buyer unless provided herein. The provisions of the entire agreement supersede all prior oral and written quotations, agreements, 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. 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. 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 Seller in writing. Unless otherwise expressly provided for in these Conditions, these Conditions may only be enforced by Seller and Buyer.

20. DISPUTES

All unresolved disputes under this Agreement concerning or in connection with Products shall be resolved in a court of competent jurisdiction at the location of Seller's place of business fulfilling the Order. Buyer consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. No action or other claim, regardless of form, arising out of or in any way connected with or related to Products, may be brought by Buyer more than one (1) year after the cause of the action or claim has accrued.