

Terms and Conditions of Sale ("T&C")

1. Definitions

"Bohlasia" is a company incorporated in Malaysia.

"Buyer" means a person, firm or company who purchases Goods from Bohlasia, pursuant to these T&C.

"Buyer's Order" means the Buyer's written acceptance of Bohlasia's quotation.

"Conditions" means these T&C, together with any special conditions that are agreed in writing between Bohlasia and the Buyer.

"Contract" means any contract between Bohlasia and the Buyer for the sale of Goods.

"Goods" means any goods which Bohlasia agrees to supply to the Buyer under these T&C.

"Order Acknowledgement" means Bohlasia's written confirmation and acceptance of the Buyer's Order.

"Party" means Bohlasia or Buyer, and "Parties" mean both Bohlasia and Buyer collectively.

2. General

2.1 These T&C are governed by the laws of Malaysia, excluding the conflict of law provisions and form an integral part of the Contract between Bohlasia and the Buyer.

2.2 If any part of these T&C is found by the Malaysia Court or other body of competent jurisdiction to be illegal, invalid, void, voidable, unenforceable or unreasonable, it shall be deemed severable and the remaining provisions of these T&C shall continue in full force and effect. Failure or delay by Bohlasia in enforcing or partially enforcing any part of these T&C will not be constituted as a waiver of any of its rights under the T&C. Any waiver by Bohlasia of any breach of or any default under any part of the T&C by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other provisions of the T&C.

2.3 The Parties to the Contract do not intend that any term of the Contract will be enforceable by any person that is not a party to it. The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by Malaysia Law and the Parties submit to the exclusive jurisdiction of the Malaysia Courts.

2.4 The headings of these T&C are for ease of reference only and shall not be taken into consideration in the interpretation or construction of these T&C.

3. Applications of Terms

3.1 These T&C apply to all Bohlasia's offers, quotations and agreements relating to the sale of Goods to the Buyer by Bohlasia. Any additional or different terms or conditions proposed by

the Buyer are expressly excluded and will not be binding upon Bohlasia. Any amendments to these T&C must be agreed by Bohlasia in writing.

- 3.2 Bohlasia has the right to amend or replace any part of these T&C without prior notice to the Buyer.

4. Orders and Specifications

- 4.1 No order placed by the Buyer shall be deemed to be accepted by Bohlasia, until Bohlasia sends an Order Acknowledgement to the Buyer, at which point and on which date the Contract shall come into existence.
- 4.2 It is the Buyer's responsibility to ensure that the contents of the Order Acknowledgement and other related documents issued by Bohlasia are accurate. Bohlasia reserves the right to correct any typographical or other errors in any sales materials, quotation, Order Acknowledgement, invoice or other documents, without any liability to the Buyers.

5. Description

- 5.1 The description of the Goods is set out in Bohlasia's sales materials and official website. The Buyer acknowledges and agrees that any descriptions or illustrations contained in Bohlasia's sales materials and official website are issued or published for the sole purpose of giving the Buyer an approximate idea of the Goods only.
- 5.2 Bohlasia reserves the right to amend or change the specifications and prices of the Goods without prior notice to the Buyer.

6. Cancellations

Buyer is not allowed to cancel its order of Goods, unless the cancellation request is made in writing and received by Bohlasia within one (1) hour of the receipt of the Order Acknowledgement.

7. Delivery

- 7.1 Bohlasia has the sole discretion to decide on the mode of transportation of the Goods to the Buyer.
- 7.2 Unless otherwise agreed in writing by Bohlasia, delivery of the Goods shall take place at the address stated on the Buyer's Order. Time shall not be of essence and the delivery date proposed by Bohlasia is merely an estimate. The Buyer is not entitled to cancel the Contract if the Goods are not delivered on the delivery date.
- 7.3 Subject to the other provisions of these T&C, Bohlasia shall not be liable for any loss (including loss of profit, damages, charges or expenses) caused directly or indirectly by any delay in the delivery of the Goods.

- 7.4 If for any reason the Buyer refuses to accept delivery of the Goods, or Bohlasia is unable to deliver the Goods on time, risk in the Goods still passes to the Buyer on the date of delivery stated in Bohlasia's delivery order. The Goods will be deemed to have been delivered and Bohlasia may store the Goods until actual delivery, with the Buyer bearing all related costs and expenses (including without limitation storage charges and insurance).
- 7.5 The Buyer shall inspect the Goods and notify Bohlasia in writing of any loss or damage to the Goods within seven (7) days of the date of delivery. Bohlasia has the discretion to repair or replace any Goods that are lost or damaged

8. Non-Delivery / Short-Delivery

The quantity of Goods stated in Bohlasia's delivery order shall be conclusive evidence of the quantity delivered. Bohlasia shall not be liable for any non-delivery or short delivery of Goods.

9. Risk / Title

- 9.1 Risk in the Goods passes to the Buyer once the Goods arrive at the delivery address stated in Bohlasia's delivery order.
- 9.2 Ownership of the Goods shall not pass to the Buyer, until full payment is received by Bohlasia.
- 9.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall hold the Goods on a fiduciary basis as Bohlasia's bailee, store the Goods (at no cost to Bohlasia) separately from all other goods in such a way that they remain readily identifiable at the Buyer's premises, not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; maintain the Goods in satisfactory condition insured on Bohlasia's behalf for their full price against all risks to the reasonable satisfaction of Bohlasia.
- 9.4 Upon request, the Buyer shall produce the insurance policy to Bohlasia and hold the insurance proceeds on trust for Bohlasia.
- 9.5 Upon prior written notice to the Buyer, Bohlasia shall be entitled to (a) examine the Goods; (b) require that the Goods shall be delivered to it; and (c) recover the same. For purposes of exercising such rights, Bohlasia, its employees and agents may enter upon the Buyer's premises and any other location where the Goods are situated.
- 9.6 The Buyer's right to possess the Goods shall terminate immediately if:
- (a) The Buyer has a bankruptcy order made against it or makes an arrangement or composition with its creditors or otherwise takes the benefit of any relief for insolvent debtors, or convenes a meeting of creditors (whether formal or informal) or enters into liquidation except a solvent voluntary liquidation for the purpose of reconstruction or amalgamation or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer, or

- (b) The Buyer suffers or allows any execution, whether legal or equitable to be levied on its property or obtained against it, or fails to observe/perform any of its obligations under the Contract or any other contract between Bohlasia and the Buyer or is unable to pay its debts or the Buyer ceases to trade or, the Buyer encumbers or in any way charges any of the Goods.

10. Price

- 10.1 Unless otherwise agreed by Bohlasia in writing, the prices for the Goods set out in Bohlasia's quotation are net, and excludes transportation charges.
- 10.2 Unless otherwise stated, all prices quoted by Bohlasia will be valid for a period of thirty (30) days from its date of issue. Quotations are not binding on Bohlasia, until Bohlasia issues an Order Acknowledgement.
- 10.3 Bohlasia reserves the right to amend the prices at any time without prior notice to the Buyer.

11. Payments

- 11.1 Payment terms are sixty (60) days from the date of Bohlasia's invoice. The Buyer shall make payment to Bohlasia by way of telegraphic transfer into Bohlasia's designated bank account in Malaysia.
- 11.2 The Buyer shall make all payments under the Contract without any deduction, whether by way of set-off, counterclaim, discount or otherwise, unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by Bohlasia to the Buyer.
- 11.3 If the Buyer fails to pay Bohlasia any outstanding amount by the due date, the Buyer shall be liable to pay interest at a rate of 1.5% per month.
- 11.4 While any account of the Buyer is overdue, Bohlasia reserves the right to suspend performance of any of their obligations to the Buyer, without liability to the Buyer.

12. Limitation of Liability

- 12.1 Bohlasia's liability in respect of defective Goods shall be limited to the repair or replacement of such defective goods, or credit for the cost thereof, provided that:
- (a) no liability is accepted for Goods that are proved to be defective in design.
- (b) no liability is accepted for failure of Goods supplied by Bohlasia that have been subject to any processing after leaving Bohlasia's premises.
- 12.2 Bohlasia shall not be liable for the cost of any machining work, labour charges or any losses or damages incurred due to using or machining defective Goods furnished by Bohlasia.
- 12.3 Bohlasia shall not be liable for any indirect or consequential loss or damages (whether for loss of profit, loss of business, depletion of goodwill or otherwise), or for any costs incurred by the Buyer through the use of, inability to use or sale of any defective or unsatisfactory Goods supplied by Bohlasia, or through the use of, inability to use or sale of any products by the

Buyer which have been manufactured using any defective or unsatisfactory Goods supplied by Bohlasia.

13. Intellectual Property

- 13.1 The Buyer acknowledges that Bohlasia (or its licensor) will retain all rights on all patents, copyright, registered and unregistered designs, trademarks and other intellectual property rights which subsist in any Goods, inventions, drawings created or made by an employee or agent of Bohlasia and any other materials provided in relation with the Goods, e.g. its official website.
- 13.2 The property and any copyright or other intellectual property rights in any Buyer's materials shall belong to the Buyer and any Bohlasia materials shall, unless otherwise agreed in writing between the Buyer and Bohlasia, belong to Bohlasia subject only to a licence in favour of the Buyer to use Bohlasia materials for the purposes of receiving the Goods.
- 13.3 The Buyer shall not authorize any third party to alter, copy, modify or otherwise tamper with the Goods, their packaging or any material provided by Bohlasia, in relation to the Goods.

14. Force Majeure

Bohlasia reserves the right to change the date of delivery or cancel the Contract or reduce the quantity of the Goods ordered by the Buyer (without liability to the Buyer), if Bohlasia is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control, including without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

15. Export

- 15.1 The Buyer shall comply with all applicable laws and regulations governing the export of the Goods (including acquiring all necessary licenses and permits at the Buyer's own costs), and shall be liable for payment of all taxes and duties thereon.
- 15.2 Bohlasia shall not be liable for any loss, damage or delay in transit or any extra charges due to any breach of these T&C.