

## General Terms and Conditions

### I – GENERAL

1. The General Terms and Conditions comprise the basis on which Seller offers the Product for sale. In this Contract they will take precedence over Buyer's conditions of purchase. No qualification, variation of, addition to, or deletion from the General Terms and Conditions shall be effective unless expressly agreed in writing and signed by a duly authorized representative of Seller.

2. Seller shall have the right to assign, sell, or otherwise transfer at its sole discretion any Contract and all receivables, claims, related rights and security under, or relating to, any Contract to any third party. Buyer shall not be entitled to assign any Contract, or otherwise transfer any rights or obligations under any Contract, to any third party.

### II – PRICE CHANGE

1. Where applicable, VAT, excise duties and any other tax or duty shall be paid by Buyer in addition to the price at which Seller has offered the Product.

2. Should Seller incur additional expense in supplying the Product which is not provided for in Seller's quotation or price list, owing to any circumstances whatsoever outside Seller's control, such additional expense shall be added to the invoice and paid for by Buyer accordingly.

### III – ORDERS AND DELIVERIES

1. Orders issued by Buyer shall become binding only upon written acceptance of the order by Seller, or upon the delivery of the Product, whichever is earlier. No order changes issued by Buyer shall be binding unless explicitly approved by Seller.

2. Seller may deliver a reasonable excess or deficiency of the weight or volume of the Product ordered by Buyer. Buyer shall pay for the amount actually delivered. Within the bounds of reasonableness, Seller is allowed to make partial deliveries.

3. Delivery terms and conditions agreed upon between Seller and Buyer shall be interpreted on the basis of INCOTERMS latest edition, except in the case of conflict with these General Terms and Conditions (in which case these conditions shall prevail).

4. Any delivery date indicated by Seller in its confirmation or acceptance of the order issued by Buyer shall be deemed as an approximate estimate. In case no delivery dates are indicated in Seller's confirmation or acceptance of the order issued by Buyer, delivery will be as soon as the Product becomes available to Seller. Seller and Buyer acknowledge that there may be circumstances in which, after Seller's confirmation or acceptance of an order indicating an expected delivery date, changes in the availability of the Product may necessitate that Seller delays the expected delivery date. Seller shall promptly inform Buyer and, should Buyer deem the new expected delivery date to be unreasonable, Buyer shall be entitled to cancel the order as the exclusive remedy for the non-performance of the Contract by Seller and with no right to claim any damages.

5. Buyer undertakes to provide adequate and proper facilities for the reception and storage of the Product as of the expected delivery date and warrants that those facilities comply with all relevant statutes or regulations, including health and safety regulations, and that all necessary permits and licenses have been obtained. Product manufactured to the specification or design of Buyer shall be deemed to be due for delivery on completion of their manufacture. Seller reserves the right to charge storage and other additional costs incurred by Seller from the due delivery date if delivery is delayed by Buyer for any reason whatsoever.

6. As soon as practical after the delivery of the Product, Buyer shall verify that all markings and descriptions on containers and packages are in accordance with those specified by Buyer on its order and by Seller in the relevant order confirmation or acceptance and furthermore Buyer shall fully inspect the Product as required by law.

### IV - FORCE MAJEURE

Seller shall not be liable for any non-delivery or delay in delivery resulting (directly or indirectly) from any of the following causes: wars and civil wars (present or future, declared or undeclared), acts of terrorism, riots and civil commotions, earthquakes, epidemics, port congestions, strikes, acts or omissions of any governmental authority (de jure or de facto), acts of God, or, to the extent Seller has complied with the reasonable care of a prudent operator, any inability to obtain raw materials supplies, accidents, fires, breakdown of equipment and machinery, failure of its IT systems or any other cause (whether similar or dissimilar to that aforementioned) unforeseeable and beyond Seller's reasonable control. The aforementioned events shall include those which affect Seller's parent company, affiliates, joint ventures and toll manufacturers of the Product. The aforementioned shall apply even if the cause exists at the time of Buyer's order or occurs after Seller's performance has been delayed for other reasons. If Seller's supply of Product should be limited as a result of any such cause, Seller shall have the right to first satisfy its own needs and the needs of the other companies of the group of Seller and thereafter to distribute any available Product among its customers in such manner as Seller may determine. If the delay resulting from any such cause shall continue for more than 30 days, either party shall be entitled, on written notice to the other party, to terminate the Contract with respect to Product undelivered at the time of termination.

### V – PAYMENT

1. Buyer shall pay Seller the price of the Product delivered by Seller, without right of set-off or counter claim.

2. Seller shall issue an invoice for the Product delivered or to be delivered to Buyer. Unless otherwise agreed by Seller, the payment term for any invoice is cash in advance. The payment of any invoice shall be made by Buyer in full within 14 days of the issue date of the invoice. Seller's acceptance of partial payments of an invoice purported by Buyer to be in full shall not prejudice Seller's right to pursue the full payment of such invoice. Seller shall be entitled to charge interests on any overdue payment in accordance with applicable legislation. In the event of default of payment, Buyer shall pay Seller's costs of collection, including court costs and reasonable attorney's fees.

3. Seller may require Buyer to provide an instrument or security that Seller deems to be satisfactory with respect to any payment to be made by Buyer under a Contract.

4. In the event that Buyer is granted by Seller a rebate for its purchase of the Product from Seller in a given period of time, Seller will issue such rebate in the form of a credit note that Buyer can off-set only against future sales by Seller to Buyer and that will not be creditable against outstanding invoices.

5. In the event (i) Buyer fails to make any payment in full as and when due and payable, (ii) a procedure for suspension of payments, controlled administration, insolvency, liquidation, winding up (or any similar procedure under any jurisdiction) initiated by or against Buyer, or (iii) in the sole opinion of Seller, the financial responsibility of Buyer is impaired or unsatisfactory, Seller may, in addition to any other right or remedy, withhold any Product or parts thereof in transit, suspend or cancel the supply of Product under any accepted order or suspend the acceptance of any further orders from Buyer.

6. Any order by, and delivery to Buyer is subject to general credit approval and specific credit limits set by Seller for Buyer at its reasonable discretion. In the event that at any time Buyer places an order to Seller which, as such or cumulated with the value of previous orders for which payment is not yet received in full by Seller, exceeds the credit limit set by Seller on Buyer, Seller can at its absolute discretion, at any time and without notice to Buyer, suspend or cancel such order, or all or part of any delivery under such order, for as long as such credit limit is exceeded, including any order for which an order confirmation has already been sent to Buyer.

7. Seller reserves the right to off-set any debt due from Buyer to Seller or its affiliated company of Seller against any amount due to Buyer.

#### **VI - PASSING OF PROPERTY**

1. Notwithstanding delivery, the property in the Product shall remain vested in Seller until Buyer has paid in full the price for such Product and all other Product sold and delivered by Seller to Buyer.

2. In the period in which the property in the Product remains vested in Seller, Buyer holds the Product as bailee for Seller. During such a period Buyer shall keep the Product separate from any other Product in its possession and insured against all risks to their full replacement value at Buyer's expense. During such period Buyer shall have the right to use or sell the Product.

3. The rights to use and sell the Product granted to Buyer in Clause VI.2 may be terminated on written notice by Seller in the event of payment of any invoice becoming overdue and it shall automatically terminate without need of any notice in the event that a proceeding for suspension of payments, controlled administration, insolvency, bankruptcy, liquidation, winding-up, (or the equivalent under any jurisdiction) is initiated by or against Buyer, or Buyer enters into an arrangement with its creditors for its debts. Upon termination of such rights: (a) all sums owed by Buyer to Seller shall become immediately due and payable; (b) Seller shall be entitled to retake possession of the Product and/or to resell the Product, and for any such purposes it may enter Buyer's premises or seek an order by a competent authority to this effect.

4. In the event that the Product are processed or otherwise mixed with, or affixed to other Product to form a new product or other articles, upon manufacture of such new product or article the property therein shall be vested in Seller pro-rata, on the basis of the value of the Product over the value of such new product or article, and in respect of each such new product or article the provisions of Clauses VI.2 and VI.3 shall apply mutatis mutandis.

5. If the retention of title and the security stipulated in this Clause VI is not valid or only valid to a limited extent according to the applicable law, the rights of Seller under this Clause VI shall be valid and enforceable to the maximum extent possible under the applicable law.

#### **VII - WARRANTY AND LIMITATION OF LIABILITY**

1. Seller warrants that at the time of delivery, the Product shall comply with Seller's product specifications for the Product. For avoidance of doubt, properties relating to the Product that may be contained in Product Data Sheets or equivalent documents do not constitute product specifications. Product sold as substandard are not warranted to comply in general terms with Seller's product specifications.

2. All other warranties or conditions as to quality, description or performance of the Product, statutory or otherwise, are excluded except insofar as such exclusion is not permitted by law. Warranties on merchantability and fitness for purpose are hereby explicitly excluded even when a purpose is known. No such warranties are to be implied from the name or description under which the Product are sold or from any advice or recommendations given by Seller, its employees or agents, or those of its affiliates.

3. Any complaints or claims of Buyer including, but not limited to, the quality of the Product shall be reported to Seller in writing as soon as Buyer becomes aware of the reasons for the claims.

4. Except to the extent limited by applicable law, Buyer's exclusive remedy for any and all claims for losses or damages of any kind or nature resulting from the sale, handling, delivery, failure of delivery or use of the Product under this Contract, including, but not limited to, any arising from breach of warranty, breach of contract, tort, negligence, statutory or strict liability, shall be limited, at Seller's option, to either the return of the purchase price or the replacement of the particular Product for which a claim is made and proved. In no event shall Seller, its parent company, its joint ventures or any of their respective affiliates be liable for any special, consequential, incidental, indirect or exemplary losses or damages.

5. The limitation of liability contained herein shall apply for the benefit of Seller, its parent company, its joint ventures, and their respective affiliates and any of their respective employees, agents, affiliates and other representatives.

#### **VIII- TECHNICAL ASSISTANCE**

Seller may furnish technical advice, testing, or assistance with regard to the use of any Product by Buyer. All such advice, testing or assistance is rendered without compensation and in an advisory capacity only, and Buyer remains solely responsible for assessing any advice or assistance before its use or implementation and for any result of such use. Buyer assumes all risks and liability with respect to such advice, testing or assistance.

#### **IX- TAX**

1. Seller shall bear and be responsible for all taxes, fees or other charges imposed or assessed by any governmental or with respect to the Product delivered hereunder the taxable incident of which occurs before delivery of the Product to Buyer.

2. Buyer shall bear and be responsible for all taxes, fees or other charges imposed or assessed by any governmental with respect to the Product delivered hereunder the taxable incident of which occurs after delivery of the Product to Buyer.

3. Buyer shall pay the amount of Tax now and hereafter imposed on the Product or required to be paid or collected by Seller by reason of the sale or use of the Product. For the purpose of this section 3, the term "Tax" shall include, without limitation, sales and use taxes, value added taxes, business tax, and the like, but exclude any income tax measured by Seller's net income imposed by any jurisdiction on Seller.

#### **X- INSPECTION; CLAIMS BY BUYER**

1. Buyer shall inspect the Product parcel immediately upon receipt.

2. All claims of Buyer with respect to the quality or quantity of Product sold or delivered pursuant to this Contract shall be deemed waived and forever barred unless Buyer notifies Seller of the nature and details of the claim within thirty (30) days after receipt of the Product parcel by Buyer.

3. Where a claim is made pursuant to Clause X.2 and is not asserted as a claim, counterclaim, defense, or set-off in a judicial proceeding instituted within two (2) years after Seller's denial of liability in respect thereof it shall be forever waived, barred, and released.

#### **XI- PRODUCT HAZARDS**

Buyer acknowledges receipt of Seller's Material Safety Data Sheets ( "MSDS" ) for the Product and is aware of the hazards or risks in handling or using the Product. Buyer shall fully inform its employees, agents, contractors, and customers, who handle, use, buy, or may be exposed to the Product, of the Product's hazards or risks. Buyer shall provide copies of Seller's MSDS, and any updates furnished to Buyer by Seller, to all such employees, agents, contractors, and customers and shall make the MSDS available throughout those parts of Buyer's plant and premises where exposure to the Product may occur.

#### **XII-MEDICAL APPLICATIONS**

Buyer hereby warrants that:

1. Product will not, directly or indirectly, by Buyer or by any third party, be used in any of the following without prior written approval by Seller for each specific Products and application: U.S. FDA Class I or Class II medical devices; Health Canada Class I, Class II or Class III medical devices; European Union Class I or Class II medical devices; or similar classifications by any regional, national, or local governments; film, overwrap and/or product packaging that is considered a part or component of one of the aforementioned medical devices; and packaging in direct contact with a pharmaceutical active ingredient and/or dosage form that is intended for inhalation, injection, intravenous administration, nasal spray or ophthalmic (eye) administration.

2. Products will not, directly or indirectly, by Buyer or by any third party, be used in any of the following applications: U.S. FDA Class III medical devices; Health Canada Class IV medical devices; European Class III medical devices; or similar classifications by any regional, national, or local governments; applications involving permanent implantation into the body and life-sustaining medical applications.

#### **XII- TRADEMARKS**

Buyer will not use the trademarks of Seller or any of its affiliated companies without Seller's prior written approval. This Contract does not grant Buyer any trademark rights.

#### **XIII- COMPLIANCE WITH LAWS**

Buyer agrees to comply fully with all applicable laws, ordinances and regulations, from whatever authority they may emanate, including but not limited to antibribery, export control, economic sanctions, foreign assets control regulations of the United States and all environmental protection, occupational safety and health, and materials transportation and hazardous communication standards for the safe labeling, handling and use of the Product. Seller may terminate this Contract without any liability if, in Seller's sole, reasonable determination, Seller believes that it is necessary to do so in order to comply with its obligations under applicable laws, rules or regulations.

#### **XIV- SEVERABILITY**

If any provision of this Contract is determined by a court, arbitral body or institution of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be reformed, modified and interpreted so as to make it valid, legal and enforceable and to most nearly approximate original intent of such provision, with the remainder of the Contract remaining in full force and effect.

#### **XV- PATENT INFRINGEMENT**

Seller warrants that the manufacture of the Product did not infringe any Letters Patent of the country of manufacture. Seller does not warrant that the importation of the Product in any other country is free of infringement of any patents of such other country, nor that use of such Product in any country is free from infringement. Buyer assumes all responsibility for use of any design, trademark, trade name, or part thereof, appearing on the Product at Buyer's request.

#### **XVI- APPLICABLE LAW, JURISDICTION AND LANGUAGE**

1. This Agreement shall be construed and governed in all respects by the laws of Malaysia without giving effect to any choice or conflict of law provision or rule. Any dispute, controversy or claim arising out of or relating to this Contract, or the breach, termination, interpretation or invalidity thereof, shall be submitted to the courts of Malaysia.

2. In the event that any provisions of these General Terms and Conditions are or shall become invalid or non-enforceable, the remaining provisions shall continue to be effective.

#### **XVII- EFFECTIVENESS**

This Contract shall enter into effectiveness upon signing by the duly authorized representative of both parties.