

Standard Terms and Conditions of Sale of Naue Asia Sdn. Bhd.

§ 1 Applicability of these Standard Terms and Conditions of Sale

1. The terms and conditions set out in these Standard Terms and Conditions of Sale shall apply to and form an integral part of all sales contracts ("Contracts of Sale") concluded between Naue Asia Sdn Bhd ("Naue" or "we or "us") and the buyer. The buyer's terms and conditions (if any) which conflict or differ from these Standard Terms and Conditions of Sale and/or the applicable provisions of law shall not apply, even if we do not object to them or render performance or accept the buyer's performance.

2. These Standard Terms and Conditions of Sale do not apply if the goods are bought by the buyer for personal, family or household use. The buyer expressly declares that all goods purchased from us are not bought for personal, family or household use.

§ 2 Formation of the Contract of Sale

1. Each order for goods by the buyer always requires a written order of the buyer. Such order is subject to confirmation by us. Accordingly, no Contract of Sale is created until such time as we expressly confirm the buyer's order in writing.

2. Where the buyer's written order is accepted by us, we will forward to the buyer our order confirmation (hereinafter the "Order Confirmation") within fourteen (14) calendar days after receipt of the buyer's order.

3. The Order Confirmation (and any terms set out therein) together with these Standard Terms and Conditions of Sale shall constitute the Contract of Sale between us and the buyer.

§ 3 Applicable Law

1. The Contract of Sale is governed by the laws of Malaysia.

2. Should commercial terms be used the Incoterms® 2020 of the International Chamber of Commerce apply taking into account the provisions stipulated in these Standard Terms and Conditions of Sale.

§ 4 Specifications of the goods; Third party rights

1. The goods to be delivered have to conform to the specifications and quality requirements set out in the Order Confirmation. To the extent no specifications or quality requirements are stated in the Order Confirmation, the goods shall be deemed to conform with the Contract of Sale if they are fit for the purpose which is usual in Malaysia and fit for the purpose for which goods of the same description are usually used for in Malaysia. Unless otherwise explicitly agreed to, the goods do not have to conform to any laws or regulations existing outside of Malaysia. The buyer is obliged to strictly comply with any existing installation instructions issued by Naue and/or its affiliated companies, because the characteristics of the goods can be affected if they are subject to inappropriate handling and/or incorrect installation.

2. Should the buyer intend to use the goods in circumstances which are unusual or which could entail a particular risk to the safety and health of any person or to the environment, the buyer has to inform us in writing about these intentions before concluding the Contract of Sale.

3. Rights and claims of third parties (in particular rights and claims based on title or industrial property rights) only constitute a defect in title if these rights and/or claims are in force and registered in Malaysia and impede the use of the goods in Malaysia.

§ 5 Obligation to deliver; Passing of risk

1. We shall deliver the goods referred to in the Order Confirmation including a packaging that is suitable for the means of transportation.

2. If no other delivery term or Incoterm-clause has been agreed, delivery has to be made FCA (Naue factory in Telok Panglima Garang, Selangor / Malaysia), Incoterms 2020.

3. Adherence to the delivery date or the delivery period stated in the Order Confirmation is not of the essence and non-adherence to the delivery date or the delivery period

respectively does not constitute a breach of the Contract of Sale. If delivery periods are agreed to, we reserve the right to determine the exact delivery time within the delivery period.

4. All delivery dates and delivery periods are dependent upon the buyer performing all of his obligations in due time. In particular, the buyer has to procure or confirm any necessary permits, drawings etc. and make agreed payments in due time.

5. We are entitled to make partial deliveries and to invoice these separately.

6. The passing of risk takes place with delivery in accordance with the agreed Incoterm-clause. Should the buyer fail to take delivery, the risk passes at the time the buyer fails to take delivery. Notwithstanding delivery of the goods and the passing of risk in the goods to the buyer as set out herein, title, property and ownership in the goods sold and delivered shall not pass together with the passing of risk; and full legal and beneficial ownership of the goods shall remain with us at all times until and unless we have received payment in full in cleared funds for the goods, including the price of the goods and any other costs, such as interest, charges and other expenses.

7. In addition to our statutory rights we are entitled to suspend the performance of our obligations if there are reasonable indications that the buyer will not perform his obligations under the Contract of Sale, in particular not be able to pay the agreed price in due time.

§ 6 Delivery Note, Invoice and other documents

1. We will provide the buyer with a delivery note and an invoice issued according to our standard.

2. Irrespective of the Incoterms-clause used, we are not obliged to clear the goods for export. We will, however, at the buyer's risk and expense apply for any necessary export licences and formalities as regards customs provided that the buyer has provided us with all necessary information.

3. We will provide the buyer only with such documents explicitly stated on the Order Confirmation.

§ 7 Obligation to pay the purchase price

1. The buyer is obliged to pay the agreed purchase price, as set out in the Order Confirmation and/or the invoice, to the bank account nominated by us. Banking fees accrued outside of Malaysia will be borne by the buyer. The payment shall be made in the currency as set out in the Order Confirmation without any deductions and is due for payment on the date or within the time limit as stated on the Order Confirmation. A time limit for payment stated on the Order Confirmation shall be calculated from the date of invoice. In the absence of any payment dates or time limits stated on the Order Confirmation, payment shall be made within 30 (thirty) calendar days after date of invoice. The buyer's acceptance of the goods is no precondition for the payment to become due. Time of payment of the sums due shall be of the essence of the Contract of Sale.

2. The agreed purchase price shall exclude any statutory sales and services tax or other equivalent tax applicable at the date of delivery.

3. The buyer is only entitled to exercise a lien or to suspend his performance if this is based on the same transaction as well as based on a due and undisputed or finally adjudicated counterclaim of the buyer.

4. The buyer may only offset any claims insofar as the buyer's counterclaim is acknowledged, undisputed or assessed in a legally binding judgement.

5. If the buyer fails to make any payment of the purchase price or other payments on the due date, the buyer is obliged to pay late payment interest at the rate of 5% p.a. on the amount unpaid accruing from day to day until full payment is made.

§ 8 Non-Conforming goods; Goods with a defect in title

1. The goods do not conform to the Contract of Sale if at the time the risk passes they significantly deviate from the requirements set out in § 4 sec. 1 and sec. 2.

2. The goods are not free from rights or claims of third parties if at the time the risk passes they significantly deviate from the requirements set out in § 4 sec. 3.

§ 9 Duty of examination and notification

1. Without prejudice to the provisions of applicable law, the buyer is obliged to examine the goods comprehensively in respect of deviations as regards type, quantity, quality and

packaging. If necessary, the buyer is obliged to conduct the examination with the help of external third parties.

2. Notice of non-conformity has to be made in within ten (10) calendar days. For very obvious non-conformities, the period for such notification starts with the delivery of the goods (delivery = passing of risk according to the Incoterm-clause agreed), in all other cases after the buyer has discovered the non-conformity or ought to have discovered it. Notice of non-conformity has to be given in writing. The notice of non-conformity has to clearly indicate and describe the non-conformity in such a way that we can take remedial actions.

3. Apart from the aforesaid as well as with respect to defects in title, the provisions of applicable law shall apply.

§ 10 Claim Period

Without prejudice to claims resulting from a malicious, grossly negligent or intentional conduct as well as claims due to injury of life, body or health, the buyer's claims in respect of the delivery of non-conforming goods and goods with a defect in title shall be made no later than [one (1) year] after delivery of the goods.

§ 11 Remedies in case of non-conforming goods and goods with a defect in title; Limitation of Liability

1. In case of delivery of non-conforming goods, the buyer can claim delivery of substitute goods or declare avoidance of the Contract of Sale only in accordance with these terms and conditions and the provisions of applicable law.

2. To the extent any costs associated with performing remedies are increased by the fact that the buyer has removed the goods to a place not stated in the Order Confirmation or, in the absence of such an indication, to a place other than the buyer's place of business, these costs will be borne by the buyer.

3. Delivery of substitute goods or repair does not lead to a restart or extension of the claim period.

4. If we deliver non-conforming goods or goods with a defect in title or breach any other obligation resulting from the Contract of Sale or the business relationship with the buyer, the buyer is entitled to demand damages only in accordance with the following provisions and any recourse to concurrent bases of claim (in particular of a non-contractual nature) is excluded:

a. We are not liable for the conduct of our suppliers or subcontractors. Neither are we liable for damages to which the buyer has contributed.

b. The buyer has to prove that either our directors or employees or other members of staff have deliberately or negligently breached contractual obligations owed to the buyer.

c. In case of liability, the amount of damages for late delivery (if, exceptionally, a fixed delivery date has been agreed in a binding form) is limited to 0,5 % for each full week of delay, up to a maximum of 5 per cent of the net purchase price of the goods delivered late or not at all, and in case of remedies because of delivery of non-conforming goods and/or goods with a defect in title and in cases of all other breach of obligations our liability is limited to the net purchase price of the goods affected.

d. Irrespective of § 11 sec. 4 c., we are not liable for loss of profit, damages for interruption to production and loss of usage.

e. The aforesaid limitations in § 11 sec. 4 do not apply

- to injury of life, body or health,
- if we have acted maliciously, gross negligently or intentionally,
- if we are liable according to mandatory product liability laws, and
- to liabilities which may not be excluded or limited according to the applicable laws.

5. Apart from the aforesaid, the provisions of applicable law apply.

§ 12 Rights in documents etc.

We reserve all intellectual property rights in any documents, pictures, drawings etc. (collectively "Documents") arising in connection with the performance of the obligations arising under the Contract of Sale and such Documents shall belong exclusively to us.

§ 13 Other Provisions

1. Title of the goods that have been delivered remains with us until all of our claims against the buyer have been settled.
2. We are not obliged to perform any obligations not stated in the written Order Confirmation or in these Standard Terms and Conditions of Sale.
3. Where, at any time, the performance of all or any of Naue's obligations under a Contract of Sale is or becomes prohibited by law, Naue shall be released from such performance. The buyer shall not be entitled to any claims for loss or damages (including any reimbursement of expenses) against Naue in respect of such non-performance, unless Naue was responsible for the circumstances which have led to the prohibition. Where there has already been partial performance of the Contract of Sale by Naue, e.g. delivery of part of the goods under the Contract of Sale, the buyer shall be liable to pay the purchase price in respect of the part of the goods delivered to it regardless of whether an invoice has been issued in respect thereof.
4. There are no side agreements to the Contract of Sale.
5. Any amendments to a concluded Contract of Sale require our written confirmation, duly approved by signature.
6. The buyer is not entitled to assign his rights and obligations against us to a third party.
7. The place of performance for delivery follows from the agreed Incoterm-clause, the place of performance for the payment in § 7 sec.1. For all remaining obligations and irrespective of the agreement of a differing Incoterms-clause, the place of performance is agreed to be our production plant (Telok Panglima Garang, Selangor / Malaysia), including for a replacement delivery, for the rectification of non-conformities and for the restitution of the contractual obligations in case of avoidance of the Contract of Sale.
8. All communications, declarations, notices etc. (hereinafter collectively "Notices") are to be drawn up exclusively in English. Notices by means of fax or email fulfil the requirement of being in writing. A signature is not required, unless these Standard Terms and Conditions of Sale explicitly require a signature.
9. Neither party shall be liable to the other party for non-performance or delay in performance of any of its obligations under a Contract of Sale due to causes reasonably beyond its control including, but not limited to, fire, flood, pandemic, epidemic, natural disasters, strikes, lock-out, labour disputes, other industrial disturbances, lack of raw materials, unavailability of transportation facilities, unavoidable accidents, governmental regulations (including, without limitation, transportation bans or measures or regulations affecting availability of energy / power supply), war, riots and insurrections (each a "force majeure event"). In case of a force majeure event, the mutual obligations of the parties shall be suspended until the force majeure event is eliminated or no longer subsists. Where a force majeure event persistently prevents fulfilment of a party's obligations for a period which lasts for more than 90 days, the party is entitled to terminate the Contract of Sale by notice in writing to the other party with immediate effect. Parties shall then have no right to fulfilment, compensation for this reason and/or postponement. Notwithstanding anything in this § 13 sec.9, and for the avoidance of doubt, the buyer shall not be entitled to suspend or delay any payments due hereunder on the grounds of any alleged force majeure event.

§ 14 Agreement on arbitration and jurisdiction

1. All contractual and extra-contractual disputes, including disputes under insolvency law, arising out of or in connection with a Contract of Sale and these Standard Terms and Conditions of Sale, including its validity, invalidity, violation or cancellation as well as other disputes arising out of the business relationship between the buyer and us shall be finally settled by reference to arbitration in Malaysia before an arbitrator to be appointed by the Asian International Arbitration Centre and such arbitration to be in accordance with the AIAC Arbitration Rules or any modification or re-enactment thereto for the time being in force. The decision and award of the arbitrator shall be final and binding upon the parties. The language of arbitration shall be in English and the place of arbitration at the Asian International Arbitration Centre in Kuala Lumpur, Malaysia.
2. Instead of bringing an action before the arbitral tribunal in accordance with § 14 sec.1 we are also entitled to bring an action before the courts of law and in this regard, the parties submit to the exclusive jurisdiction of the courts of Malaysia in Kuala Lumpur.

§ 15 Severability

If provisions of these Standard Terms and Conditions of Sale should be or become partly or wholly ineffective, the remaining provisions will continue to apply. We and the buyer are bound to replace the ineffective provision with a legally valid provision as close as possible to the commercial meaning and purpose of the ineffective provision.

Kuala Lumpur, December 2023
Naue Asia Sdn. Bhd.