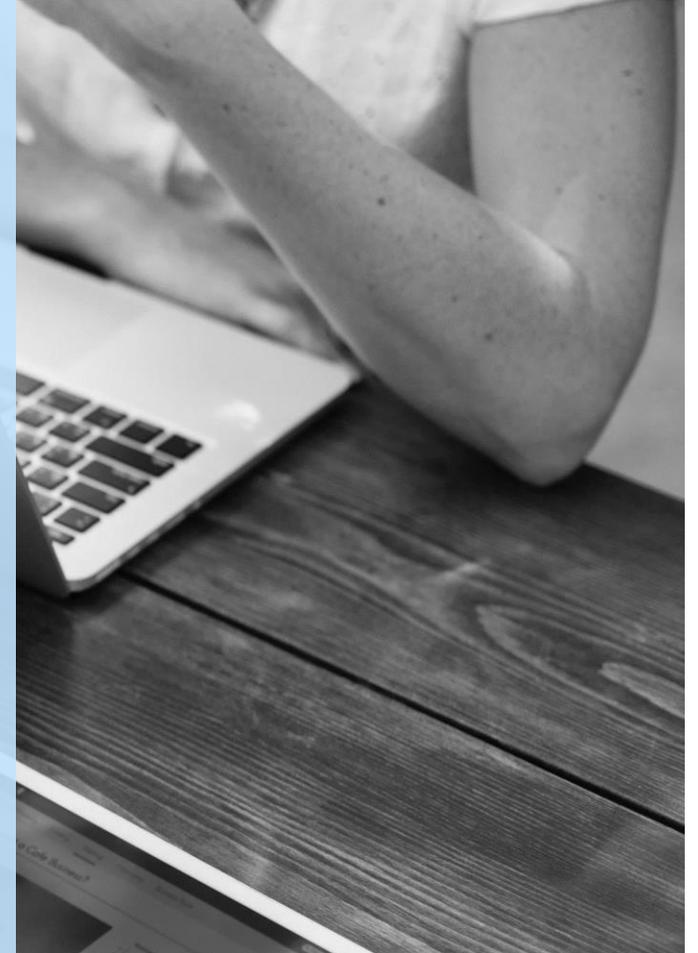


# Sales Terms & Conditions

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### 1. Price

The quoted price for the goods may be varied by additions upwards by Seller in accordance with market conditions at the date of actual supply and the Buyer shall pay such additions in addition to the quoted price. Without prejudice to the generality of the foregoing market conditions shall include any increase in the cost of labour and / or materials and / or transport.



### 2. Terms

All quotations are strictly net cash against invoice unless otherwise stated.



### 3. Overdue accounts

An administrative charge of 1.5% per month will be charged on overdue accounts.



### 4. Additional charges

All other charges, handling or otherwise, in relation to any matter ex or alongside the carrying vessel or ex any transit-godown shall be paid by the Buyer.



### 5. Time for delivery

Any time or date named by the Seller for delivery is given and intended as estimate only and the Seller shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery.

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# Sales Terms & Conditions



## 6. Delivery

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The Buyer shall take delivery of the goods immediately on the arrival of the carrying vessel in Malaysia, or within any free storage period currently provided by the relative shipping company, and thereafter in default of the taking of delivery by the Buyer all charges and expenses payable and disbursements incurred shall be borne by the Buyer.



## 7. Failure to take delivery

The Buyer is obliged to take delivery of the goods from the Seller or, if the goods have been consigned to a carrier from the latter without delay. The Buyer is also obliged to take without delay all steps necessary to enable the goods to be handed over to him, and particularly to provide the documents and declaration (letter of acceptance, for example) that are necessary for that purpose. Should the Buyer fail to comply with these obligations, he shall be deemed to be in default in respect of his obligation to take delivery of the goods and this shall hold regardless of whether or not he has been reminded of those obligations by the Seller. In case of default the Seller is entitled, after having given the Buyer a period of grace of seven days in which to comply with his obligations, to demand compensation from the Buyer by reason of his failure to fulfil the contract. In a case of default the Seller is also entitled, after having warned the Buyer accordingly, to have the goods publicly auctioned for to have them sold by a person authorized to sell goods publicly without resort to legal process. Such action shall not prejudice the Seller's claim to compensation arising from the Buyer's failure to fulfil the contract.

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#### 8. Non delivery and unavoidable delay

If there shall be any delay in delivery of the goods or the goods be not delivered by reason of strikes, fire, floods, war or civil commotion or any other circumstances beyond the Seller's control, no liability whatsoever shall attach to the Saller by reason thereof and in this connection a certificate issued by any Chamber of Commerce or any other representative Trade Corporation as to the cause of such delay in delivery or non-delivery shall be conclusive and binding on the parties hereto.



#### 9. Acceptance

The Buyer shall inspect the goods immediately on the arrival thereof and shall within two (2) days from such inspection give notice in writing to the Seller of any matter of thing by reason whereof the alleges that the goods are not in accordance with the contract. If the Buyer shall fail to give such notice the goods shall be deemed to be in all respect in accordance with the contract and the Buyer shall be bound to accept any pay for the same accordingly.

## Sales Terms & Conditions



#### 10. Defective goods

Subject to Condition 12, if the goods supplied are proved to the satisfaction of the Seller to be defective the Seller's only liability in that regard shall be to repalce the defective goods with goods of reasonably good quality, and the Seller shall not be liable for any consequential or other damage or loss which the Buyer may suffer or incur in consequence of the delivery of the defective goods.





The goods shall remain the property of the Seller until full payment thereof has been received from the Buyer by the Seller including any other monies payable hereunder.

Notwithstanding that credit has hereinbefore been given for the payment of the price for the goods the Seller shall have the right to retain possession thereof until payment.

**11. Ownership:  
Lien:**

In addition to any right of lien to which the Seller may be law be entitled, the Seller shall (in the event of the Buyer's insolvency) be entitled to a general lien on all goods of the Buyer in the Seller's possession (notwithstanding that such goods may have been paid for) for the unpaid price of any other goods sold and delivered to the Buyer by the Seller under the same or and other contract.



**12. Suspension  
of deliveries**

Should default be made by the Buyer in paying any sum due under order as and when it becomes due the Seller shall have the right either to suspend all further deliveries until the default be made good or to cancel the order so far as any goods remain to be delivered thereunder.



**13. Force  
Majeure**

If the execution of this contract is not possible by reason of force majeure, Act of God or any other unforeseen event beyond the Seller's control the contract shall be treated as void and of no effect and the parties hereto discharged from all their obligations hereunder.

# Sales Terms & Conditions





#### 14. Determination

If the Buyer shall make default in commit any breach of any of this obligations to the Seller or if any distress or execution shall be levied upon the Buyer his property or assets or if the buyer shall make or offer to make any arrangements or composition with creditors or commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the Buyer shall be a limited company and any resolution or petition to wind up such company's business shall be passed or presented otherwise than for reconstruction or amalgamation or if a receiver of such company's undertaking property or assets or any part thereof shall be appointed the Seller shall have the right forthwith to determine any order then subsisting and upon written notice of such determination being posted by it to the Buyer on last known address any subsisting order shall be deemed to have been determined without prejudice to any claim or right the Seller might otherwise make or exercise.

