

GENERAL TERMS AND CONDITIONS

Entire Agreement

These General Terms and Conditions constitute the entire agreement between Nordenia (Malaysia) Sdn. Bhd. (NMI) and the Customer and save as otherwise expressly provided no modification, amendment or waiver of any provisions of this General Terms and Conditions shall be effective unless made in writing specifically referring to this General Terms and Conditions and duly signed by the parties hereto. These General Terms and Conditions supersede all other prior agreements, documents, writings and verbal understanding among parties hereto.

Conclusive Statement

The Customer shall be deemed to have guaranteed to NMI as to the accuracy of the particulars given in their purchase order and in the case where the Customer is a company, corporate body or partnership the authority of the person signing the order to bind such company, corporate body or partnership and the Customer shall indemnify NMI against all loss, damages and expenses arising from inaccuracies in such particulars or the lack of authority.

Modifications or Amendments

There are no oral understandings, representations or warranties between the parties that conflict with these General Terms and Conditions or the details of price, payment, shipment or delivery schedule herein set forth. No modifications of any Terms and Conditions shall be of any force or effect unless such modifications is in writing and signed by the party to be bound thereby, and no modifications shall be effected by the acknowledgment or acceptance of orders which may have been accompanied by forms containing terms and conditions at variance with those set forth herein.

Terms of Payments

All payment under the contract shall be made in full within 30 days or extended credit terms mutually agreed upon, as specified in the invoice. Overdue or late payments shall be subjected to a 1-% late payment charge per month calculated on a daily basis.

Price Adjustments

Should the cost of goods be increased by any circumstances of any kind whatsoever beyond the control of NMI including (but not by the way of limitation) variations in price of raw materials, variations in rates of exchange, devaluation of any relevant currency or increase in relevant rates of freight or insurance, such increase shall be borne by the Customer.

If NMI should be prevented from making a change in price, freight terms and/or payment terms or continuing a price, freight terms and/or payment terms already in effect by law, governmental decree, order or regulation. NMI may terminate this contract by giving the Customer thirty (30) days prior written notice.

Deliveries/ Shipment

- a. Dates given for delivery and/or shipment are approximate only and NMI shall not be liable for any consequential loss, damage or expense arising from or in connection with any delay in delivery, it is understood that NMI shall not be liable for the consequences of any delay.
- b. NMI is entitled to perform partial delivery where any minor discrepancies/deviations such as differences in width, strength or color in the product exist unless stated otherwise by the Customer in writing. NMI shall be entitled to deliver the quantity order with a deviation of +/- 10-% as it is common in this branch of industry. The full delivery of NMI shall not be prejudice by defects discovered during the course of any part deliveries.
- c. Delivery must be taken within seven (7) days of the issue of a delivery order or written advice of arrival, otherwise the Customer will become liable for storage charges.

Defect/ Shortfall

Any defect/shortfall in the quantity of the product are to be notified to NMI within seven (7) days from the delivery of the same. Where such notice of defect/shortfall is not received within the stipulated period, it shall be deemed that the products are in good order and condition.

Force Majeure

NMI shall not be liable in any manner for failure to perform or delay in performing all or any part of this General Terms and Conditions which is directly or indirectly due to any cause or circumstances beyond the control of NMI, including, without limitation, acts of GOD, fire, flood, storms, earthquake, typhoon, tidal wave, plague or other epidemics, governmental laws, orders, regulations, sanctions or restrictions, war (whether declared or not), armed conflict, or the serious threat of the same, hostilities, mobilization, blockade, embargo, detention, revolution, riot, looting, lockout, strike or other labor dispute, unavailability of transportation, severe economic dislocation, operational difficulties or plant shutdown/breakdown of NMI or NMI's supplier. In such instances, the delivery shall be prolonged accordingly without any liability on the part of NMI.

Retention of Title & Risk

1. The property in the products shall remain in NMI until all monies owned by the Customer to NMI pursuant to this invoice have been paid in full.

2. If at any time before the property in the goods passes
 - a. the whole or any part of the price of the product supplied under any contract between NMI and the Customer has not been paid after it has become due;

Or

 - b. any petition or resolution to wind up the Customer's business shall be passed or presented or the Customer shall go into receivership (otherwise than for reconstruction or amalgamation) then NMI shall be entitled to require the goods to be returned and if this requirement is not immediately complied with NMI may repossess the products/goods and may enter any premises of the Customer for that purpose.
3. The risk in the goods supplied by NMI shall pass to the Customer when NMI delivers the products to the Customer's premises or any premises specified by the Customer or the duly authorized carrier or when the Customer collects the products from NMI's premises.

Stock Balance

The Customer undertakes to clear/take delivery of all stock balances of products ordered covered by the Customer's purchase order within 6 months from the date of delivery order and, NMI reserve the rights to invoice the Customer within six (6) months from the date of the first delivery order, for the entire purchase order.

Warranty and Limitation | Exclusion of Liability

NMI makes no warranty, express or implied with respect to the goods or to the use, quality, performance, application, description, merchantability and soundness of the products or fitness of the products. All statutory conditions or warranties with respect to use, quality, performance, application, description, merchantability and the soundness of the products or their fitness for any purpose are hereby excluded except to the extent that the exclusion thereof is unlawful or is ineffective by operation of law. Customer's exclusive remedy shall be for damages in respect of the products that does not conform to the specification and NMI may elect to replace any products. In any event, NMI's liability for such and all damages resulting therefrom shall not exceed the selling price of the products hereunder. NMI shall not, in anyway whatsoever, be liable for any incidental, consequential or economic loss or damage suffered by the Customer, regardless of whatever the Customer's claim is in contract, tort or otherwise.

NMI reserves the rights to reject any claims or debit note issued by the Customer without the approval from NMI. Any discrepancies on the products have to be discussed, checked and confirmed by both parties before any remedies implemented.

The warranty takes effect immediately upon the passing of the risk of the goods but not later than the time of delivery and continues for a period of not more than 3 months thereafter.

Governing Law

These General Terms and Conditions are to be interpreted in accordance with the laws of Malaysia.

As of: 2001