

1. **General.** The terms and conditions on this form constitute the entire agreement between the parties. All sales by the company (Seller) are expressly conditioned upon the terms and conditions set forth below (the Terms), which are the only Terms of this sale and supersede all prior negotiations, correspondence and statements. These terms may in some instances conflict with those affixed to Buyer's purchase order or other order. If so, such terms not in conformance with these Terms are rejected and Seller's Terms shall govern. Acceptance of Buyer's order is expressly conditioned upon Buyer's acceptance of or assent to Seller's terms which shall be established by a written acknowledgement by implication, or by acceptance or payment for products ordered hereunder. Seller's failure to object to provisions contained in any communication from Buyer shall not deem a waiver of these Terms. Any changes in these Terms must specifically be agreed to in writing and signed by an officer or seller before becoming binding. Retention by Buyer of any products sold hereunder shall be conclusively deemed acceptance of these Terms.

2. **Shipment.** All shipments are made ex-works and goods shall be collected at Seller's office or warehouse otherwise specific instructions are given. If the Seller has to arrange for shipment on behalf of buyer, Seller select carrier or transport company. Title to products and risk of loss pass to Buyer during delivery thereof Seller to the carrier of delivery service. Buyer assumes all risk of loss in shipping and all liability for loss or damages, whether direct, indirect, and consequential or otherwise due to purchase any and all insurance it deems necessary to indemnify if against any loss in shipping. Buyer is responsible to purchase insurance for risk of loss in shipping.

3. **Delivery.** Seller shall not be responsible for loss, damage delay or failure with respect to the products if due to or arising from shortage of raw material, fires, labor troubles of any kind, accidents, breakdown of machinery, government acts of any kind, failure of manufacturers, subcontractors or suppliers to delivery materials or supplies or to provide services as agreed or contemplated by past dealings, transportations difficulties of any kind, acts of God, acts of Buyer or any other contingencies reasonable beyond Seller's control, whether or not presently occurring or contemplated by either party. Seller shall not be liable for damages, general, consequential or otherwise, or for failure to give notice of any delay until it shall have such additional time within which to deliver the products as may be reasonably necessary under the circumstances and shall have the right to apportion its production among its customers in such a manner as it consider acceptable. Seller shall also have the right to deliver the products in installments.

4. **Limited Warranty.** Seller warrants its products to be in conformance with its plans and specifications and to be free from defects in materials and workmanship under normal use and service for 12 months from the date stamp control on the product, or for products not having a date stamp, for 12 months from date of original purchase. Seller's obligation shall be limited to repairing or replacing, at its option, free of charge for materials or labor, any part which is proven not in compliance with Seller's specifications or proves defective in materials or workmanship under normal use and service. Seller shall have no obligation under this Limited Warranty or otherwise, if the product is altered or improperly repaired or service by anyone other than Seller, or in the event the product has been improperly installed improperly used, abused, altered, damaged, subjected to accident, nuisance, floor, fire, lightning surge or act of God, or on which any serial numbers have been altered, defaced or removed. For warranty service, please refer to our dealer policy.

THESE ARE NO WARRANTIES, EXPRESS OR IMPLIED OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HERE OF IN NO CARE SHALL SELLER BE LIABLE TO ANYONE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, OR UPON ANY OTHERS BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY SELLER'S OWN NEGLIGENCE OR FAULT.

Seller does not represent that, the products it sells may not be compromised or circumvented, that the products will prevent any personal injury, any property loss by burglar, robbery, fire or otherwise, or that the products will in all cases provide adequate warning or protection. Buyer understands that a properly installed and maintained our products may only reduce the risk of a burglary, robbery or fire without warning, but it is not insurance or a guarantee that such will not occur or that there will be no personal injury or property loss as a result. CONSEQUENTLY, SELLER SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS BASED ON A CLAIM THE PRODUCT FAILED TO PERFORM ITS INTENDED FUNCTION. However, if Seller is held liable, whether directly or indirectly, for any loss or damage, arising under this Limited Warranty or otherwise, regardless of cause or origin, Seller's maximum liability shall not in any case exceed the purchase price of the product, which shall be the complete and exclusive remedy against Seller. This warranty replaces any previous warranties is the only warranty made by Seller on this product. No increase or alteration, Written or verbal, of this obligation of this Limited Warranty is authorized.

5. **Limited warranty from Buyer to Ultimate Consumer: Indemnification of Seller.** Buyer agrees to deliver to each a limited warranty in substantially identical form as the above limited warranty. By accepting the goods, buyer assumes all liability for and agrees to indemnify and hold Seller harmless against and defend Seller from, any and all suits, claims, demands, causes of action and judgment relating to damages, whether for personal injury or to personal property, suffered by any person, firm, corporation or business association but not limited to, Buyer's customers and/or users of the goods, because of a failure of the goods to detect and/or warn of the danger for which the goods were designed, whether or not such damages are caused or contributed to by the sole or joint concurring negligence of Seller.

6. **Returns.** Products will not be accepted for return without Seller's approved. Merchandise must be shipped transportation prepaid to Seller in its original carton along with invoice number and date of purchase. Returned product shall only be credited into Buyer account for future purchase. No cash refund allowed. Return for credits are accepted only for new, unused products in original cartons and are subject to a restocking charge. Unauthorized returns, products previously altered, repaired or serviced other than by Seller, products aged more than 2 months from the date of invoice; or discontinued will not be accepted for credit and return costs on such merchandise will be Buyer's responsibility.

7. **GST.** From 1, April 2015, buyers are subjected to 6% goods and service tax on taxable products purchase in Malaysia . If the goods to be sent to designated areas or overseas address, K2/K3 form is required to entitle for zero rated GST, or in lieu there of Buyer will provide Seller with a tax exemption certificate acceptable to the taxing authorities.

8. **Purchase on Credit.** This purchase, or prior purchases of Buyer from Seller, may have given rise to the extension of credit to Buyer by Seller. Seller reserves the right at any time to revoke any credit extended to Buyer because of Buyer's failure to pay for any products when due or for any other reason deemed good and sufficient by Seller, and in such event all subsequent shipments shall be paid for on delivery, if this invoice is not paid when due. Buyer agrees to pay all costs of the collection including agency and attorney's fees whether incurred in or out of court, on appeal, in arbitration, in Bankruptcy Court or in any insolvency proceedings.

9. **Interest on Past Due Accounts.** Interest at maximum legal rate or 1.5% per month, whichever is lower, may be charged on overdue accounts and such amount will be charged from the date account became overdue.

10. **Waiver.** No waiver by Seller of any of these Terms shall be deemed to constitute a waiver of any other terms or a waiver of the same or any other provision with regard to portions of this transaction of future transactions.

11. **Error.** Stenographic and clerical errors and omissions in the invoice are subject to correction.

12. **Applicable Law.** This agreement shall be deemed entered into in the State of Wilayah Persekutuan, Malaysia and the Laws of Malaysia shall govern its validity, performance and construction.