

**SITECO LIGHTING (M) SDN BHD
TERMS AND CONDITIONS OF SALE**

1. GENERAL

In these conditions of sale ("Conditions of Sale"), the "Company" means Siteco Lighting (M) Sdn. Bhd.; the "goods" means any item of whatsoever nature which is to be sold or supplied by the Company including services and/or the Services (as defined below); the "Purchaser" means the person, firm or body corporate which buys or has agreed to buy the goods; the "Contract" means the Order Acknowledgment (as defined below) together with these Conditions of Sale.

These Conditions of Sale shall apply to and form part of every contract of sale entered into by the Purchaser with the Company. All orders are accepted and executed on the understanding that the Purchaser is bound by these Conditions of Sale. After negotiations and the Purchaser and the Company have come to an agreement on certain terms and conditions for sale, the Company shall issue an Order Acknowledgment form confirming such terms as agreed between the parties ("Order Acknowledgment"). The parties agree that the Order Acknowledgment issued by the Company shall be deemed conclusive of such agreed terms between the parties. The Order Acknowledgment shall be read with the Conditions of Sale and shall form the Contract between the Company and the Purchaser. Where there is any inconsistency between the Order Acknowledgment and these Conditions of Sale, the terms in the Order Acknowledgment shall prevail. Any unilateral insertions/ additional terms by the Purchaser shall be disregarded.

2. LIMITS OF CONTRACT

The Contract includes only such goods, accessories, and work as are specified in the Order Acknowledgment accompanying these Conditions of Sale.

3. PRICES

- a) The price payable for the goods shall, unless otherwise stated by the Company in the Order Acknowledgment, be the list price of the Company current at the date of despatch and in the case of an order for delivery by instalments the price payable for each instalment shall be the list price of the Company current at the date of such instalment.
- b) Unless otherwise expressly stated to be firm for a period, the Company's prices are subject to variation to take account of wages, materials, and other costs. The Company accordingly reserves the right to adjust invoice prices without notice by the amount of any increase or decrease of such costs after the price is quoted.
- c) If the Company is required to perform any assembly or installation works, the Company shall be entitled to charge the Purchaser any additional charges and incidental costs including travelling costs, costs for transport of tools, equipment and services of the specialist(s)/ contractor(s)/ worker(s), accommodation and personal luggage and allowances of such specialist(s)/ contractor(s)/ worker(s).
- d) All prices quoted are based on Ex-works Puchong warehouse and are inclusive of Sales Tax payable in Ringgit Malaysia.
- e) The Purchaser shall indemnify the Company in respect of any loss, cost, or expense incurred by the Company as a result, directly or indirectly, of the Purchaser's instructions or lack of instructions or through any failure or delay whatsoever in taking delivery or through any other act, neglect or fault on the part of the Purchaser, its servants, agents or employees.
- f) The price of the goods shall be due in full to the Company in accordance with the terms of the Contract and the Purchaser shall not be entitled to exercise any set-off, lien, or any other similar right or claim against the sums due.

3A. ASSEMBLY AND INSTALLATION

In the event that the services to be provided by the Company includes assembly and installation ("Services"), then (subject to any express terms to the contrary in the Order Acknowledgment), the following provisions shall apply:-

- (a) The Purchaser shall procure and provide at its own expense and within the specified time as determined by the Company:-
 - (i) all earth works, constructions works and other ancillary works outside the scope of the Services including the necessary skilled and unskilled labour, constructions materials and tools;
 - (ii) the equipment and materials necessary for assembly and commissioning including scaffolding, cranes and other devices, fuel and lubricants;
 - (iii) power supply, heating, lighting water and utilities including power points, connections and the necessary approvals and licences;
 - (iv) suitable dry and lockable rooms of sufficient size adjacent to the site for the storage of machine parts, apparatus, materials, tools, etc and adequate working and recreation rooms for the workers/ agents/ contractors, including sanitary facilities as are appropriate in the specific circumstances. Furthermore, the Purchaser shall take all necessary measures to protect the

Company's property and the property of the workers/ agents/ contractors, and
(v) necessary protective clothing and protective devices in the circumstances.

- (b) Before the commencement of the Services, the Purchaser shall make available to the Company any information pertaining to the location of the concealed electric power, telephone lines, cables, gas and water pipes or of similar installations as well as the necessary structural data;
- (c) The Purchaser shall procure and secure that all the materials and equipment as required for the Services are ready and available prior to the commencement of the Services and that the Company/ its servants/ agents/ contractors have access to roads and the premises. The Purchaser shall also ensure that the Services can be commenced and carried out without delay.
- (d) In the event that the Services are delayed resulting from or arising from matters of which the Purchaser is responsible for, the Purchaser shall reimburse and compensate the Company for damages, expenses, idling costs, travelling and home office/ administrative costs incurred by the Company.
- (e) The Purchaser shall be required to execute/ sign off any document for verification purposes prepared by the Company. Upon the completion of the Services, if Company has set up a procedure for acceptance of Services, the Purchaser shall comply with such procedures within two weeks from the date of completion. If the Purchaser fails or delays in complying with the procedures, the Purchaser shall be deemed to have accepted the Services after the expiry of the two (2) weeks from the date of completion. The Purchaser shall be deemed to have accepted the Services and goods upon the use by the Purchaser.

4. PAYMENT

- a) Unless otherwise agreed in writing, payment for the purchase price is due in full prior to delivery.
- b) Where the Contract provides for delivery in instalments, each instalment shall be construed as a separate Contract.
- c) Time for payment shall be of the essence of the Contract.
- d) Without prejudice to any other rights it may have, the Company is entitled to charge interest at 8% per annum on any sums outstanding until the date of full settlement.
- e) Additionally and without prejudice to its other rights, the Company shall be entitled to recover all direct expenses reasonably incurred by the Company in collecting or attempting to collect amounts of the sums outstanding, including legal costs on a solicitor - client basis.
- f) If the Purchaser fails to make any payments when due in accordance with this Contract, the Company reserves the right in its absolute discretion and without prejudice to any of its other rights or remedies, to:-
 - (i) suspend further deliveries (including deliveries for any instalments or under any other contracts) until such payment has been made in full, or;
 - (ii) at the Company's option, to elect to terminate the Contract whereby the Company shall cancel the order without liability.

Wherefore, the Purchaser shall indemnify and pay the Company for all costs, expenses, damages incurred including the costs in respect of goods in course of manufacture or ready for despatch. The Company shall be entitled to bring an action for the purchase price or part thereof and/or the sums due whether or not the property in the goods has passed.
- g) The Company shall be entitled to bring an action for the purchase price or part thereof and/or the sums due whether or not the property in the goods has passed.

5. CREDIT

Any Contract shall be subject to the Company being satisfied as to the Purchaser's credit references, and without prejudice to the generality of the foregoing, the Company may (in its absolute discretion), having informed the Purchaser that the goods are ready for despatch, refrain from delivering the goods until such time as the Purchaser tenders the purchase price to the Company together with any outstanding amounts which may be due to the Company of any account whatsoever.

6. CARRIAGE/ DELIVERY

- a) The Company does not provide any delivery services. All goods are quoted Ex-Works delivery ex-works, Puchong warehouse.
- b) Subject to the Order Acknowledgment, if the Company provides any delivery services, the following restrictions apply:
 - (i) The delivery services do not apply if the mode of transportation is via sea freight or airfreight within Malaysia.
 - (ii) The delivery services only apply for deliveries within Peninsular (West) Malaysia and it is not applicable for East Malaysia.
 - (iii) If the place for delivery is changed/ varied by the Purchaser, the Purchaser shall bear all such additional costs incurred.

7. PACKING

Where it is necessary to despatch goods in crates, cases, pallets, stillages or skids, or other such packaging, the Company shall be entitled to charge the Purchaser for such costs incurred.

8. LOSS OR DAMAGE IN TRANSIT

Subject to Clause 22, when the price quoted includes delivery, the Company shall repair or replace free of charge, goods damaged in transit or not delivered in accordance with the Advice Note if such defects/ shortage was caused solely by the Company. Provided always that the Company is given written notification of such damage or non-delivery within such time (being not more than 7 days), as will enable the Company to comply with the Carriers Conditions of Carriage as affecting loss or damage in transit or, where delivery is made by the Company's own transport within 7 days of receipt of the Advice Note. Notwithstanding the above undertaking, the Company will only consider claims for alleged shortage if the claims are received by the Company within 7 working days of the receipt of the goods by the Purchaser, together with sufficient information to enable the Company properly to identify the shortage including the Advice Note Number, Case Number, and condition of case.

9. SAMPLES

Unless otherwise expressly agreed between the parties, samples submitted with the Company's quotation or at the Purchaser's request must be returned within 2 weeks of receipt or else the Company shall be entitled to charge for them if they are not returned.

10. DELIVERY

a) Notwithstanding any provision to the contrary, all times, manner or dates of delivery of the goods are mere estimates and are approximate only. The time for delivery shall not be of the essence of the Contract.

b) All times or dates for delivery shall be calculated from the date of receipt by the Company of the original copy of the Order Acknowledgment which has been duly signed and returned by the Purchaser.

c) The times and dates of delivery is also subject to the Purchaser obtaining all the necessary permits, licences, approvals by the required time prior to delivery and the Purchaser having complied with the terms and conditions of this Contract. In the event that the Purchaser has delayed in obtaining such permits/ licences/ approvals and/or in fulfillment of the terms of this Contract, time for delivery shall be extended as the Company deems fit and the Purchaser shall be liable to pay any additional costs incurred (including storage costs) as a result of such delay.

d) Unless otherwise stated in writing, the Company shall be entitled to make partial delivery of the goods.

e) The Purchaser shall verify the goods upon delivery. If the Company receives no complaint from the Purchaser within 7 working days from the date of delivery, then the Purchaser shall be deemed to have admitted that the goods were delivered and received in good order and condition. The Company shall not be liable (whether in the contract or for negligence or otherwise howsoever) for any loss or damage to the goods or for any claim that any item delivery pursuant to the Contract is defective or otherwise not in accordance with the Contract (being a defect or loss, damage or non-compliance which would be obvious upon a reasonable inspection of the goods) if the Company does not receive any written complaints from the Purchaser within such stipulated time.

f) In the event of a valid claim for defect, loss, damage, or non-compliance with the contract or non-delivery the liability of the Company shall be limited to replacing the defective goods at its expense or to delivery such shortfall. The Company shall not be under any further liability in connection with such non-delivery, loss, damage, or non-compliance.

g) If the Purchaser shall fail to give notice in accordance with the Clause 10 (d) above the items delivered shall be deemed to be in all respects in accordance with the Contract and the Purchaser shall be bound to accept and pay for the same accordingly and all claims in respect of non-delivery, loss, damage, defect, or non-compliance shall (safe as set out in condition 16 below) thereafter be wholly barred.

h) Goods supplied in accordance with the Contract cannot be returned without the Company's prior authorisation. Duly authorised returns shall be sent to the Company's premises at the Purchaser's expense.

11. VARIATIONS

a) The Company shall be under no obligation to alter or vary any part of the Contract or any work connected therewith. Any alteration to or addition to or amendment or other variation of the specification, including any increase or decrease in the quantity of goods or any alteration to any drawing or to the quality, performance, weight or measurements of any goods or any alteration or variation of advised delivery schedules, shall, if requested by the Purchaser, be subject to the agreement of the Company, with such alteration or addition to the price and to delivery dates or schedules as may be required by the Company, and shall not be binding upon the Company unless accepted by the Company in writing.

b) In the event of any variation or suspension of the work by the Purchaser's instructions or lack of instructions, the Company shall be entitled to adjust the purchase price to reflect any additional costs incurred, and to adjust delivery dates or schedules.

12. STORAGE

Subject to Clause 22, if the Company does not receive forwarding instructions sufficient to enable it to despatch the goods within 7 working days after notification that the goods are ready for delivery or that they have been tested under Clause 14, the Purchaser shall thereupon take delivery or arrange for storage. If the Purchaser does not take delivery or arrange for storage as aforesaid, the Company shall be entitled to invoice and be paid for the goods as though the goods had been duly delivered in accordance with the Contract, and the Company may arrange storage either at the Company's own premises or elsewhere on the Purchaser's behalf and all charges incurred by the Company as result of such delay including storage and insurance, shall be payable by the Purchaser.

13. PERFORMANCE

Any data, technical information or performance figures provided by the Company are based on tests performed under standard conditions at the Company's premises, or its parent Company's premises. They are believed to be accurate but cannot be guaranteed under different conditions.

14. INSPECTION AND TESTS

The Company's products are carefully inspected, and, where practicable submitted to its standard tests at the Company's works before despatch. If tests other than those specified or tests in the presence of the Purchaser or its representative are required, the Purchaser shall bear all such costs, charges and expenses incurred. In the event of any delay on the Purchaser's part in attending tests after the Purchaser has received 7 days notice that the Company is ready to perform the tests, the tests will be proceeded with in the Purchaser's absence, the Purchaser shall be deemed to acknowledge and accept all tests results as accurate and the Purchaser shall pay for such tests as if they had been performed in the Purchaser's presence.

15. DESCRIPTIVE MATTER AND ILLUSTRATIONS

Any descriptions and illustrations of particular weights and dimensions issued by the Company in catalogues, price lists, advertising matter and forwarding specifications are by way of general description and approximation only and shall not form part of any Contract or give rise to any liability on the part of the Company.

It is the policy of the Company to endeavour to develop and improve its products and accordingly the Company reserves the right to change all specifications without prior notification or public announcement pursuant to such policy, providing that nothing in this clause shall oblige the Purchaser to accept goods, which do not reasonably comply with the Contract.

The Company, agents, officers and employees give no guarantee, representation or warranty, express or implied, in respect of any accuracy, quality, completeness, timeliness, merchantability, fitness for a particular purpose of the goods. The Purchaser agrees that it is in a position to assess and has in fact assessed for itself the suitability, accuracy and fitness for its purposes of the goods before entering into this Contract.

The Purchaser shall ensure that the goods are stored and used in the appropriate manner according to the directions for use set by the Company.

16. WARRANTY

(a) If the goods delivered were defective and not being a minor defect (caused solely from faulty design/ defective materials or workmanship of the Company) then the Purchaser shall notify the Company within seven (7) working days from the date of receipt. If the Company is satisfied that the defects was caused by the Company, the Company shall either rectify the defects by repairing the defective goods or part thereof , or at the Company's option supply and re-deliver the replacement of the goods.

(b) This warranty of defective goods appear in the goods is limited in time from the date of delivery as follows:-

(i) 12 calendar months on outdoor luminaires (warranty includes luminaire body / housing / accessories and paintwork);

(ii) 36 calendar months on indoor luminaires (warranty includes luminaire body / housing / accessories and paintwork);

(iii) 12 calendar months for electrical components provided that the goods are used properly using the approved voltage as set by the Government of Malaysia (240V 50Hz for single phase, 415V 50Hz for cross phase) under the approved conditions of use as set by the Company.

(c) This warranty does not cover glass covers, lamps nor on life span and performance of the lamps nor any material/ equipment/ components supplied/ manufactured by third parties.

(d) The warranty given in this Clause is subject to the following provisos, namely:

(i) That the Purchaser shall have followed all instructions issued by the Company in relation to the goods;

- (ii) That in the case of defects which would have reasonably been apparent to the Purchaser on reasonable examination of the goods on delivery, the Purchaser shall notify the Company of defects in writing within 7 working days of delivery;
 - (iii) That in the case of any other defects, the Purchaser shall notify the Company of the defects in writing within 7 working days of the date when the defect becomes apparent; and
 - (iv) the Purchaser has fully paid for the goods and all other sums owing to the Company and that the Purchaser has not breached any term of this Contract.
- (e) In the event that the Company is unable to rectify the defect as stated in Clause 16(a) above, then the Purchaser may undertake any repair or remedial work on its behalf, the cost of such work and the named contractor shall be agreed in writing between the Purchaser and the Company before the commencement of any such repair or remedial work.
- (f) The Purchaser shall be fully responsible for any damage to the goods:-
- (i) after delivery;
 - (ii) caused by mishandling of goods, stress on the goods during transit/ delivery;
 - (iii) caused by the use of inappropriate/ unsuitable equipment, negligent handling or mishandling by untrained personnel, inadequate support and/or other causes not attributable to the Company; and the Company shall not be responsible for any such damage to the goods.
- (g) The Company shall not be responsible for any damage to the goods attributable to improper modifications or repair work carried out by the Purchaser or third parties.
- (h) Notwithstanding any provision to the contrary, any liability of the Company whether based on an action or claim in contract, equity, negligence, tort or otherwise, for any and all events, acts or omissions shall not exceed the purchase price for the affected good(s).
- (i) In any event, in no circumstances shall the Company be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof, (i) for any increased costs or expenses, (ii) for any loss of profit, business, contracts, revenues, or anticipated savings, or (iii) for any special indirect or consequential damage of any nature whatsoever.

17. REJECTION

Unless otherwise agreed in writing, and subject to Clause 16 hereof, goods rejected as not complying with the contract must be rejected within 7 working days of delivery to the Purchaser's premises or to such other place as the Purchaser shall have specified. Provided always that the Purchaser is only entitled to reject goods on condition that the original packing for the goods (including original carton boxes, foam insulation, pallets) be kept intact and returned in its original condition to the Company.

The Purchaser shall not be entitled to reject the goods if there are only minor defects. "Minor defects" means insignificant deviations from the agreed quality, minor impairment of usefulness, natural wear and tear.

18. RETURN OF GOODS

In no circumstances may goods supplied against a firm order be returned without the Purchaser having first applied for and obtained the written consent of the Company. A handling charge may be deducted from any credit allowed by the Company, where it is established, that the reason for the return of goods was not the subject of Clause 8 hereof or due to any error on the part of the Company.

19. INTELLECTUAL PROPERTY

- (a) All intellectual property rights in the goods, cost estimates, drawings and other documents supplied and/or prepared by the Company shall remain vested in the Company ("Company's IP").
- (b) Nothing in this Agreement shall be construed or deemed as granting or providing to the Purchaser any right, license, interest or permission to deal with the Company's IP in any way including, without limiting the generality of the foregoing, the right to copy, decompile, transfer, publish, store, create derivative works or use the same, and the right to use any of Company's trade marks or trade names in an unauthorised manner. The Purchaser shall promptly notify the Company if it is aware of any of the aforementioned activities by any other party.
- (c) In the event that any goods are custom made for the Purchaser, the Purchaser agrees that all intellectual property rights to the goods/ drawings/ document shall vest in the Company.
- (d) The Purchaser shall not and shall not allow any third party directly or indirectly to use, copy, reproduce, decompile, reverse engineer, sell, lease, licence, sub-licence, assign, transfer, deliver and/or deal with any part of the Company's IP and /or alter, change, remove or obscure any notices or other indications (including copyright notices, trademarks, or other proprietary rights notices) as to the ownership of Company's IP placed on or contained within the Company's IP; and/ or modify, adapt,

- (e) translate, prepare, write or develop any derivative works or any other software program based upon the Company's IP.
- The Purchaser will indemnify the Company against:-
- (i) all damages, penalties, costs, losses and expenses suffered by the Company resulting or arising from the infringement of the Company's IP and/or breach of the conditions herein and/or;
 - (ii) all damages, penalties, costs, losses and expenses suffered by the Company in respect of the infringement of any intellectual property including (but without limitation) any patent, copyright, registered design, trademark, tradename or know-how arising out of the Company's manufacture of goods in accordance with any specification design drawings or other data supplied by the Purchaser or its servants or agents.

20.

COPYRIGHT & TRADEMARKS

- (a) All drawings descriptions and other information submitted by the Company together with the copyright therein shall remain the property of the Company;
- (b) The Purchaser agree that the Company is the exclusive owner of the Company's name, trademarks or product names, and any other distinctive identifying words, marks, or names. In the event that this Agreement is terminated, the Purchaser agrees that it shall not use the Company's name, trade or product names, and any other distinctive identifying words, marks or names.

21.

FORCE MAJEURE AND OTHER CIRCUMSTANCES

The Company shall not be liable in any way for any delay/ suspension/ non-performance by the Company of any of its obligations under the Contract and/or act or omission resulting from an Event of Force Majeure or effects of an Event of Force Majeure. Events of Force Majeure includes war or other hostilities, civil commotion, Government action or legislation, interruption of transport, strike, lock-out or other form of industrial action (including, without limitation, labour disputes with the Company's or any sub-contractor's employees), accidents or stoppages to works, shortage of labour, materials, equipment, fuel or power, breakdown of machinery, power outage, power surge, power interruptions, any acts of God, fires, floods, landslides, epidemics, quarantine restrictions, illness, economic fluctuations/ inflation beyond the normal range of the Consumer Price Index or any other cause whatsoever beyond the reasonable control of the Company or its sub-contractors, whether or not such as cause exists at the date of order.

If the manufacture of the goods by the Company or the Company's suppliers, or the delivery of the goods or the performance by the Company of any of its obligations under the Contract is hindered or delayed whether directly or indirectly by reason of the Purchaser failing to furnish necessary instructions, or in the Event of Force Majeure or in circumstances which is affected by the Event of Force Majeure, the Company shall be entitled without liability on its part and without prejudice to its other rights, to terminate the Contract or any unfulfilled part thereof, or at its option to suspend or make partial deliveries or extend the time or times for delivery or increase the purchase price in such manner that the Company sees fit without any liability to the Purchaser. The obligations of payment by the Purchaser shall not be affected by any Events of Force Majeure.

22.

PASSING OF PROPERTY AND RISK

- (a) From the time the goods are ready for delivery or after the time set for delivery, all risks affecting the goods shall be at the Purchaser's risk and the Purchaser shall be solely responsible for the custody and maintenance of the goods. The Purchaser shall be responsible for all risks affecting the goods even if the Purchaser fails to accept the goods. If the Company services include assembly and installation, the risks passes upon delivery of the goods at the specified place for delivery. All costs incurred (including storage costs) after the risks have passed shall be borne by the Purchaser.
- (b) The goods shall remain the Company's property until all payments to be made by the Purchaser under the Contract and any other contract between the Company and the Purchaser and on any other account whatsoever have been made in full and unconditionally. Whilst the Company's ownership continues the Purchaser shall keep the goods labelled as belonging to the Company and separately identifiable from all other goods in its possession as a bailee for the Company. The Purchaser may only re-sell the goods to the Purchaser's customers in the ordinary course of the Purchaser's business as a fiduciary and trustee for the Company. In the event of any resale by the Purchaser of the goods the Company's beneficial entitlement shall attach to the proceeds of sale or other disposition thereof so that such proceeds or any claim therefore shall be assigned by the Company and until such assignment shall be held on trust in a separate identified account for the Company by the Purchaser and such proceeds shall not be mingled with other monies or paid into any overdrawn bank account and shall be at all times identifiable as the Company's monies.

- c) Without prejudice to the equitable rules as to tracing, in the event of failure to pay the purchase price in accordance with the Contract the Company shall have the power to re-sell the goods, such power being additional to (and not in substitution for) any other power of sale arising by operation of law or implication or otherwise and for such purpose the Company and its servants and agents may forthwith enter upon any premises or land occupied or owned by the Purchaser to remove the goods.
- d) Pending payment of the full purchase price of the goods the Purchaser shall at all times keep the goods comprehensively insured against loss or damage by accident, fire, theft and other risks usually covered by insurance in the type of business carried on by the Purchaser in an amount equal to the balance of the price for the same amount from time to time remaining outstanding. The policy shall bear an endorsement recording the Company's interests.
- e) The Company is hereby licensed to enter upon any premises in the ownership, possession or control of the Purchaser at any time to recover the goods.
- f) The Purchaser shall notify the Company immediately if the goods are subjected to any court proceedings or become liable to seizure or distress proceedings and/or if there were any claims made by any third party

23. **TERMINATION OF THE CONTRACT**

- a) If:
 - (i) The Purchaser defaults/ fails to pay the purchase price or the sums due to the Company, whether formally demanded or not, or
 - (ii) The Purchaser breaches any term or condition of this Contract; or
 - (iii) The Purchaser becomes insolvent or makes any voluntary arrangements with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or;
 - (iv) a receiver or administrative receiver is appointed, of any of the property or assets of the Purchaser or any security interests is claimed to have been created over the goods; or
 - (v) The Purchaser ceases, or threatens to cease, to carry on business; or
 - (vi) The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Purchaser and notifies the Purchaser accordingly, then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to terminate the Contract or suspend further deliveries under the Contract/ any other contract without any liability to the Purchaser, and if the goods have been delivered but not paid for, the purchase price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- (b) Upon the breach of this Contract or termination or suspension of this Contract, the Purchaser shall be liable to compensate the Company for all damages, expenses, costs incurred and/or loss of profits and shall indemnify and keep the Company indemnified and harmless against all losses, costs, damages howsoever relating to or arising from the breach of this Contract / act or omission of the Purchaser.

24. **ORDER CANCELLATION**

The Company shall be entitled to charge the Purchaser a cancellation fee of 60% of the total purchase price of the goods ordered by the Purchaser if the order was cancelled unilaterally by the Purchaser after 2 weeks from the date of the receipt of purchase order by the Company or if the Purchaser unilaterally cancels the order after 2 weeks from the execution of the Order Acknowledgment by the Purchaser (as the case may be).

25. **CONFIDENTIALITY**

The CUSTOMER shall procure that all Confidential Information of the Company shall be kept strictly confidential and shall not be used. "Confidential Information" means all information in relation to the documents, assets, business, information or materials of the Company or its related or associated companies (including but not limited to concepts, techniques, business methods, processes, designs, data, formulae, development or experimental work, work in process, standard operating procedures and other technical or business know-how, financial, marketing and other business information), and whether (without limitation) in writing, pictorially, in machine-readable form or orally.

26. **LAW**

The parties agree that this Contract shall be governed by and construed in accordance with Malaysian Law.

27.

INVALIDITY/ SEVERANCE

If any term or provision in this Contract shall be held to be illegal or unenforceable, in whole or in part, under any statute or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Contract but the validity and enforceability of the remainder of the Contract shall not be affected.