

General Purchasing Terms and Conditions for the Provision of Services to Körber Group Companies in Malaysia

(February 2020)

1. Scope of Validity

- 1.1. Services rendered by the Contractor (CR) for companies of the Körber Group with their registered office in Malaysia as the Customer (CS) shall be rendered in accordance with these General Purchasing Terms and Conditions for Services (Purchasing Terms and Conditions) as well as any other written agreements between the parties.
- 1.2. Upon the submission of an offer by the CR, these Purchasing Terms and Conditions shall be considered to have been incorporated therein.
- 1.3. The General Business Terms and Conditions of the CR shall not, as a whole, become contractual content even if the CS has not expressly objected to them.
- 1.4. These Purchasing Terms and Conditions shall be valid until their revocation by the CS, including for all future services rendered by the CR even if they have not once again been expressly agreed. Any agreed deviations shall be valid only for the services for which they have been confirmed in writing by the CS.
- 1.5. The services rendered in accordance with these Purchasing Terms and Conditions agreement shall include all services provided by the CR, including but not limited to the following:
 - (a) consulting services;
 - (b) development work;
 - (c) transport services;
 - (d) cleaning work;
 - (e) maintenance work; and
 - (f) installation work

2. Conclusion of the Contractual Agreement

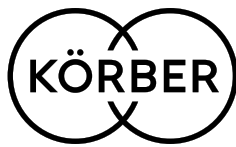
- 2.1. Services shall be rendered only based upon the orders issued by the CS. Orders issued by the CS shall be considered to be binding only if they have been issued by the CS in writing or electronically.
- 2.2. The acceptance of the order must be confirmed in writing or electronically by the CR within five working days. Upon such acceptance, a legally binding contract shall arise between the CR and the CS in respect of the accepted order.
- 2.3. Oral commitments, ancillary agreements, information, etc. shall be considered to be binding only if they have subsequently been confirmed in writing or electronically by the CS or if the CS has waived the written form requirement in writing.
- 2.4. The CS's order number must be stated on all written correspondence including the confirmation of acceptance of the order.

3. Implementation of the Services

- 3.1. The scope of services shall be determined based upon the order issued by the CS.
- 3.2. The CR shall render the services personally and

shall not be permitted to obligate the CS vis-à-vis third parties. The involvement of third parties shall require the CS's prior written consent.

- 3.3. Nothing in these Purchasing Terms and Conditions as well as any other written agreement between the parties, shall be deemed to constitute a partnership between the parties or to create a joint and several liability on the part of the CR and CS. No party shall hold itself out nor shall any party be liable or bound by any act or omission of the other party. For the avoidance of doubt, only the CR shall be authorised to issue instructions to its employees.
 - 3.4. During the rendering of his services, the CR shall deploy only carefully-selected and qualified employees. In this regard, he shall safeguard particularly the CS's interest in continuity. Upon the CS's request, the CR shall replace the employees who do not possess the required technical expertise or otherwise restrict the fulfilment of the contractual agreement. The CR shall assume the additional expenditures incurred in this regard.
 - 3.5. The CR acknowledges and agrees that, in carrying out these Purchasing Terms and Conditions and any other written agreement between the parties, the CR is acting as an independent contractor and not as an employee of the CS. The Contractor shall be solely responsible for all matters related to it or its employees (particularly obligations relating to confidentiality and data protection).
 - 3.6. In the event that services are rendered on the CS's premises, the CR must fulfil the safety and information guidelines that are valid there which the CS has provided to the CR.
 - 3.7. The CR shall be obliged to notify the CS upon a regular basis of the work progress attained during the rendering of the services and to promptly notify the CS in writing of all sets of circumstances which (could) restrict the contractual fulfilment. After services have been rendered in full, the CR shall do the accounting work for his services and hand over to the CS everything which he has obtained as the result of the rendering of services for any reason.
 - 3.8. The CS may, at any time, demand changes to the contractual services. The CR may object to the changes insofar as the implementation of the changes is unreasonable for him. The CR shall submit a written offer to the CS for supplemental or more extensive services.
 - 3.9. Insofar as this is possible, both economically and technically, the CR shall be obliged to use environmentally-friendly products and processes.
- ### 4. Intellectual Property
- 4.1. The work results, which are created by the CR or, at his mandate, by third parties for the CS, in any form, all models or other materials as well as all



rights including any patent and intellectual property rights for them shall be transferred upon their creation solely and irrevocably into the unrestricted ownership of the CS. Furthermore, the CR shall irrevocably grant to the CS the usage and exploitation rights, which are transferable, sub-licensable as well as unrestricted by territory, content and time, in all usage and exploitation forms for the contractually-agreed purposes or the purpose prescribed in the contractual agreement for all of the aforementioned work products which are protectable by copyright. Moreover, the aforementioned usage and exploitation rights shall be exclusively granted for work results that are individually created for the CS. Insofar as the CR provides a work result to the CS which contains existing rights before the rendering of services, the CR shall irrevocably grant to the CS a usage and exploitation right to it which is non-exclusive, transferable, sub-licensable and unrestricted by territory, content and time.

- 4.2. The CR shall ensure that his personnel or auxiliary personnel who are participating in the rendering of services or his commissioned third parties shall assert no rights derivable from personal copyrights or other intellectual property rights. Upon the initial request from the CS, the CR must ensure that the relevant employees have granted any required approval for the registration of intellectual property rights and/or a Declaration of Assignment of the rights to the work results.
- 4.3. The CR shall be entitled to retain a copy of the work results in order to document the services which he has rendered. The CR shall be entitled to no additional rights, particularly a right of reproduction or dissemination.
- 4.4. All claims regarding the rights transferred or granted in accordance with this Clause 4 shall be considered to have been settled in full through the payment of the fee specified in Clause 10.

5. Statutory Requirements and Quality Assurance

- 5.1. The CR shall be obliged to follow the legal requirements which are valid for the services to be rendered at the place of performance as well as the delivery destination, particularly regarding accident prevention, workplace safety, machine safety and environmental protection.
- 5.2. The CR must implement a quality assurance system which, based upon the respective type and scope, is suitable and corresponds to the latest state of the technology and to document this to the CS upon request.
- 5.3. The CR shall conclude a corresponding Quality Assurance Agreement with the CS upon the CS's request.
- 5.4. If the CS has claims asserted against it owing to the violation of the statutory provisions, particularly regarding safety guidelines, the CR shall be obliged to indemnify the CS and the latter's customers from all claims insofar as they have been created by the services rendered by the CR.

6. Confidentiality and Data Protection

- 6.1. Except where disclosure is required by a court of

competent jurisdiction or by a regulator and unless the prior written approval of the CS shall have been obtained, the CR shall be obliged not to disclose technical, commercial and organisational details which have become known to the CR through the business relationship with the CS (Confidential Information) to any person and/or third-party. Disclosure to the CR's personnel and advisors is permitted only to the extent that such personnel and advisors:

- (a) have a definite need to know such information;
- (b) have been duly appraised of the requirements set out in this clause; and
- (c) are or will be bound to keep such information confidential as required in these Purchasing Terms and Conditions and any other written agreement between the parties

The CR agrees that it shall be responsible for the disclosure of Confidential Information by its personnel, advisors or agents. Disclosure of any Confidential Information by the CR's personnel, advisors and/or agents shall be deemed disclosure by the CR for the purposes of this clause.

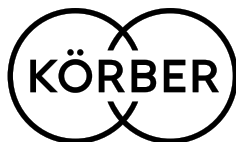
- 6.2. Notwithstanding the foregoing, "Confidential Information" shall not include information that:

- (a) was, at the time of its disclosure by the CS, already in the possession of the CR and the CR can establish, through reasonably sufficient and credible competent evidence, such prior possession;
- (b) is independently developed by the CR not pursuant to these Purchasing Terms and Conditions and any other written agreement between the parties;
- (c) is disclosed to a third party by the CS without imposing similar restrictions on that third party's rights of disclosure;
- (d) is or becomes generally available to the public other than as a result of a breach of these Purchasing Terms and Conditions and any other written agreement between the parties, by the CR, its personnel or advisors; and/or
- (e) becomes available to the CR on a non-confidential basis from a source other than the CS, its personnel or advisors; provided, however, that such source is not to the knowledge of the CR bound by a confidentiality agreement or other legal or fiduciary obligation of secrecy to the CS.

- 6.3. In the event that these Purchasing Terms and Conditions (or any part thereof) or any other Confidential Information is required to be disclosed by a court of competent jurisdiction or regulator, the Contractor shall give prompt written notice to the CS prior to any disclosure, sufficient under the circumstances to allow the CS to seek a protective order or other appropriate remedy.

The CR shall:

- (a) only disclose such minimum information as is legally required and shall, at the request of CS, use commercially reasonable efforts



to obtain confidential treatment for any Confidential Information that is to be disclosed and allow the CS if it wishes, to also take such measures as it deems necessary or desirable to challenge any such disclosure or to otherwise redact or minimise such disclosure; and

- (b) fully cooperate with the CS with respect to the CS's direction or efforts to challenge or minimise such disclosure as aforesaid.
- 6.4. The CR shall use the Confidential Information and documents, which have been or are made available to him during the cooperation with the CS, only for the rendering of the services for the CS. The same shall be valid for the results, data and know-how created in conjunction with this contractual agreement.
- 6.5. The CR shall be obliged to protect all of the CS's Confidential Information and business secrets against unauthorised third-party access using the same level of protection it uses to protect its own Confidential Information, however, using at least protection in accordance with reasonable standards permitted by the current state of technology. If the CR has indications that unauthorised third parties have possibly obtained knowledge of the CS's business secrets, then he must promptly notify the CS of this and, in consultation with the CS, introduce the required measures.
- 6.6. The CR shall be obliged, after the completion of the rendering of his services, to return to the CS all information, data, documents and storage media that have been received. Moreover, the CR shall remove this information from his data processing systems as well as, as the CS so chooses, return any physical documents to the CS or permanently delete the data. Upon the CS's request, the CR shall document, and confirm in writing, the complete return or destruction thereof.
- 6.7. The CR shall be obliged to follow all data protection law provisions as may be amended from time to time and which are currently in force.
- 6.8. The CR hereby acknowledges that improper use and disclosure of Confidential Information shall have a serious consequential effect on the CS's business. In view of this, the CR hereby agrees that in the event of violation of Clause 6 of these Purchasing Terms and Conditions, the CR shall:
- (a) pay to the CS liquidated ascertained damages which shall amount to 5% of the respective order value; and
 - (b) be absolutely liable for, and shall defend, indemnify and hold harmless the CS, and shall keep the CS indemnified at all times, for all costs, losses, expenses, damages, claims and/or liabilities suffered, sustained and/or incurred by the CS arising from such violation of Confidential Information

The parties acknowledge and agree that the CS's election to enforce Clause 6.8(b) shall be in lieu of its right to claim for liquidated damages as set out in Clause 6.8(a).

Further, the CR acknowledges that improper dis-

closure of Confidential Information may cause irreparable harm (for which damages would be an insufficient and/or adequate remedy). In such event, the CS shall be entitled to seek equitable relief; including injunction, preliminary injunction and/or specific performance in addition to all other remedies available at law or in equity. The parties agree that this right shall be in addition to the CS's right in Clause 6.8(a) and (b) above

- 6.9. This clause shall survive expiration or termination of these Purchasing Terms and Conditions and any other written agreement between the parties

7. Delivery Timeframe, Contractual Penalty and Substitute Performance

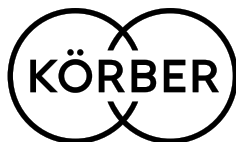
- 7.1. All agreed dates and times for the performance of the services shall be of the essence and shall be binding, and any changes thereto shall require the prior written approval of the CS. Agreed dates and times for the performance of the services shall only be deemed to be met, if the services have been rendered completely and accepted, as the case may be, at the specified location within the agreed dates and times.

The agreed dates and times for the performance of the services must be rendered during customary business hours of the CS.

- 7.2. Any early rendering of services may be undertaken only subject to the CS's written consent and shall not affect the agreed payment date.
- 7.3. If it is foreseeable that a deadline will not be met, the CR shall inform the CS forthwith and in writing, stating the reasons of the delay and the anticipated duration of the delay.
- 7.4. The time and/or any deadline stipulated for any services being rendered shall be of the essence. The CR hereby acknowledges that failure to meet any scheduled date(s)/time(s) may have a serious consequential effect on the CS's business. In view of this, the CR hereby agrees that in the event of any delay and/or failure of the CR in rendering such services, the CR shall:

- (a) pay to the CS liquidated ascertained damages which shall amount to 5% of the respective order value; and
- (b) be absolutely liable for, and shall defend, indemnify and hold harmless the CS, and shall keep CS indemnified at all times, for all costs, losses, expenses, damages, claims and/or liabilities suffered, sustained and/or incurred by the CS arising from such delay in delivery, or non-delivery of any such order. Such costs, losses, expenses, damages, claims and/or liabilities shall include, and is not limited to, the following:
 - i. liquidated damages, penalties and claims imposed on the CS by its customers in relation to and due to the delay in delivery, or non-delivery of such order; and
 - ii. any incremental costs such as transportation costs

The parties acknowledge and agree that the CS's election to enforce Clause 7.4(b) shall be in lieu of its right to claim for liquidated damages as set



out in Clause 7.4(a) above

- 7.5. Furthermore, after the fruitless lapsing of a notice period which has been appropriately set by the CS, the CS shall also be entitled to have the services rendered by a third party at the CR's expense.
- 7.6. Any acceptance of services by the CS for services provided by the CR shall not constitute an unconditional acceptance of such services. The CS reserves their right under this Clause 7 to claim damages and without limiting any right and/or remedy available for the CS at law or in equity (which includes the right to claim damages and/or specific performance).

8. Force Majeure

- 8.1. The CR and the CS shall not be under any liability to the other party in any way whatsoever for failure or delay to perform any term herein or any order which are unforeseen at the time of execution of this Purchasing Terms and Conditions and the terms of any such order, which are beyond the reasonable control of either party. This shall include, but is not limited to, any cause arising out of war, rebellion, civil commotion, strikes, lockouts and industrial disputes, fire, explosion, landslide, unpredictable transportation breakdown, other acts of God or the requisitioning or other act or order by any governmental department, council or constituted body.

If a party is unable to perform as a direct result of the effect of any of the foregoing events, that party shall within 7 days of the occurrence of such event give written notice to the other party of the inability which sets out details of the event in question and provides a statement of the possible steps to be taken to circumvent or negate the effect of such event as well as an estimate of the time that such steps may take. The operation of this Purchasing Terms and Conditions and/or such order shall be suspended during the period (and only during the period) in which the effect of such event continues.

- 8.2. If the effect of such event continues for a period of more than 30 days and substantially affects the commercial intention of this Purchasing Terms and Conditions and/or such order, the party not claiming relief under this clause shall have the right to terminate such order upon giving 30 days written notice to the other party.
- 8.3. The CS shall be entitled, in whole or in part, to cancel an order insofar as an important reason exists to do so. An important reason shall be considered to be, among others, a case of natural catastrophes, importing and exporting restrictions, strikes, lockouts or other operational disruptions, both affecting the CS as well as the CR.
- 8.4. The CS shall be entitled to exercise the statutory rights of rescission.
- 8.5. If the CS, in whole or in part, withdraws from the contractual agreement, the payment claims of the CR shall be forfeited.

9. Place of Performance

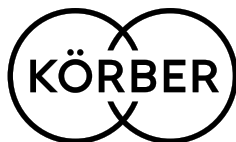
Unless agreed to the contrary in writing, the place of performance for all services shall be the CS's commercial residence.

10. Fee

- 10.1. The fee shall be as agreed in the order. The CS shall pay either based upon actual expenditures or in the form of a lump-sum fee.
- 10.2. Unless expressly prescribed in the order, no additional fees shall be owed and, through the payment of the agreed fee, all claims for expenditures and fees shall be considered to have been settled which are required for the contractual fulfilment—including for insurance, transport, travel and food costs.
- 10.3. If a lump-sum fee has been agreed, this shall cover all expenditures and fees of the CR for all services owed for the affected order.
- 10.4. Insofar as the services are invoiced based upon actual expenditures (time and materials), the CS may at any time demand a cost limit from the CR unless such a cost limit was already agreed in the order. The cost limit shall have the significance of a binding planning basis for the services to be rendered. If it turns out that the cost limit cannot be fulfilled, the CR shall promptly notify the CS of this in writing, but nonetheless by no later than when 75% of the cost limit has been exhausted. The CS may undertake all measures which seem to it to be purposeful in order to avoid higher than expected cost expenditures, including an immediate cancellation without notice of the affected order. Any overruns of the cost limit must be renegotiated by the parties and shall be approved by means of a written order issued by the CS.
- 10.5. If a strict cost limit has been agreed in the order, this shall have the significance of a guaranteed maximum price for the services to be rendered. All additional costs arising from or in conjunction with the rendering of the services shall be assumed by the CR. Any additional costs for which the CS is responsible may result in an adjustment of the cost limit.
- 10.6. Services based upon actual expenditures shall be billed upon a monthly basis. The CR must document his services based upon actual expenditures incurred.

11. Payment Terms and Conditions

- 11.1. The timing of the issuance of the invoice shall be in accordance with these Purchasing Terms and Conditions and any other written agreement between the parties.
- 11.2. All invoices issued by the CR must include the following information:
 - (a) CR's invoice number;
 - (b) invoice date;
 - (c) CS's order number;
 - (d) Sales and Service Tax number;
 - (e) data specified in the order;
 - (f) CR's bank and payment information; and
 - (g) tax charged, if applicable("Proper Invoice")



11.3. Unless agreed otherwise by the parties, invoices must be issued in Malaysian Ringgit (MYR). Online invoices shall be permissible only subject to the CS's prior written consent.

11.4. Provided that the services have been completely performed, supplied, delivered and/or accepted in accordance with the terms herein to the satisfaction of the CS, the CS shall pay the invoiced amount as follows.

- (a) the CS shall pay the invoiced amount in accordance with this Clause 11.4 within 60 days from the CS's receipt of a Proper Invoice;
- (b) if payment is made by the CS within 30 days from the CS's receipt of a Proper Invoice, then the CS shall be entitled to a 3% discount on the total invoiced amount; and;
- (c) if payment is made by the CS after 30 days from the CS's receipt of a Proper Invoice, then the CS shall pay the total invoiced amount.

For the avoidance of doubt:

- (a) the discount shall also be permitted if the CS makes an off-setting or withholds payment owing to defects in respect of the goods/products delivered; and
- (b) the discount timeframe shall begin to run after the CR makes good any defects in respect of the goods/products delivered (if any) in accordance with these Purchasing Terms and Conditions.

Notwithstanding the above, the CS shall be entitled to dispute any invoices issued by the CR. In the event of any such dispute, the CS reserves the right to withhold or suspend payment until such dispute is resolved amicably

11.5. In the event of payment default, the CR shall be entitled to charge interest of 2.5% per year on the payment claim.

11.6. Any payment made by the CS to the CR for any provision of services shall not constitute an unconditional acceptance and acknowledgment of the successful completion of such services provided by the CR. The CS reserves the right to reject such services in accordance with these Purchasing Terms and Conditions and without limiting any right or remedy available to the CS at law or in equity (which includes right to claim damages and/or specific performance).

The CR hereby agrees that it shall bear all costs and/or expenses for any such rectification.

11.7. Without prejudice to the generality of the foregoing, in the event that any appropriate authority introduces any goods and services tax, value added tax or any similar tax (collectively referred to as "Consumption Tax"), and any other duties, taxes, levies or imposts whatsoever, and such Consumption Tax is required to be paid upon the supply of services by the CR to the CS pursuant to any order and these Purchasing Terms and Conditions and any other written agreement between the parties, then the CS shall in addition to the price and all other charges, pay to the CR such Consumption Tax as is applicable within

such time as is required in writing by the CR, and shall be solely and fully responsible for such additional amount of Consumption Tax.

12. Assignment

12.1. The CR may not assign, transfer or sub-contract any part of these Purchasing Terms and Conditions and any other written agreement without the prior written consent of the CS.

12.2. The CR shall not assign its payment claims against the CR or have them collected by any third-party without the prior written consent of the CS.

12.3. If subcontracting is necessary (with the prior written consent of the CS in accordance with Clause 12.1), the CR shall not be relieved from its obligations under these Purchasing Terms and Conditions and any other written agreement between the parties.

13. Warranty

13.1. The CR shall be liable for the careful, correct, timely and professional rendering of the agreed services.

13.2. The CR shall guarantee that the services are free of defects, correspond to the specifications, documentation and quality understandings agreed in the order, are suitable for the contractual usage as well as correspond to the current state of the technology and science as well as fulfil the applicable national and international legal directives, including the directives and guidelines issued by government agencies, trade associations and professional associations. If the CR has objections to the implementation method requested by the CS, then he must promptly notify the CS of this in writing.

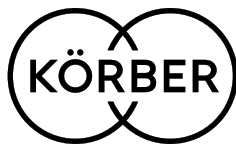
13.3. The CS shall inspect the services within an appropriate timeframe for externally-recognizable quality and quantity devices. Any defects that are discovered shall be promptly reported to the CR.

13.4. Any quality and quantity discrepancies which are not externally-recognizable shall be reported to the CR as soon as they have been discovered during the course of ordinary business operations. The notification shall be considered to have been promptly rendered if it is rendered within a timeframe of 10 working days after the defect is discovered.

13.5. In the event that defects arise within the statute of limitations period, the CS shall be entitled, in addition to the statutory warranty claims, to also demand a free-of-charge rectification of the defective services or to undertake a discount of the agreed fee whereby this discount corresponds to the reduced value.

13.6. The CR shall bear all costs and/or expenditures in connection with the identification and rectification of any defects.

13.7. The CS shall give written notification the CR in respect of any defects, failures, shortages and/or damages to the delivered products/goods. In such written notification from the CS to the CR, the CS shall set a period in which such defect,



failure, shortage and/or damage shall be replaced, made good and/or rectified ("Period of Rectification").

The CS reserves the right and absolute discretion to remedy and/or make good any defective goods/products whether or not the CR complies with the Period of Rectification.

All costs in conjunction with the identification and/or rectification of the defect shall be borne solely by the CR.

- 13.8. Subject to reasonable prior written notification to the CR, the CS reserves the right to take measures or commission a third-party, to make good minor defects that may threaten operational safety of the CS or any other third-party. All costs and/or expenditure incurred in this respect shall be borne solely by the CR.

Such prior written notification by the CS to the CR shall include the reason, type and scope of these measures

- 13.9. The statute of limitations period for warranty claims shall begin to run upon the complete fulfillment of all performances agreed in an order.

- 13.10. For rectified or replaced services or portions thereof, the statute of limitations period for warranty claims shall begin to run anew at the point in time when the defect is eliminated.

14. Third-Party Rights

- 14.1. The CR shall be absolutely liable for and shall indemnify the CR for any damage, loss, cost and/or expense in the event of death, personal injury or damage to property of any third-party arising out of or in connection with the services provided by the CR to the CS.

- 14.2. The CR and the CS shall promptly notify each other of any discovered risks of third-party actions and consult each other in advance with a view of settling the issue by mutual agreement.

- 14.3. The CR warrants that the services provided do not infringe upon any intellectual property rights of any third-party.

The CR shall fully indemnify the CS against all actions, damages, liabilities and costs of whatever nature arising out of the use and/or sale of the goods delivered by the CR in violation of any industrial and/or intellectual property rights

15. Provisions under Labor and Social Insurance Law

- 15.1. The CR shall ensure that, during the rendering of services for the CS, the CR shall adhere to and shall be solely responsible for all employment law matters related to its employees, as the case may be, including but not limited to deducting or remitting income tax, Employees Provident Fund (EPF), SOCSO contributions, EIS contributions, or any other similar deductions required to be made by law for employees. The CR agrees to indemnify the CS in respect of any such remittances which may be subsequently required by the relevant authorities, together with any related interest or penalties which the CS may be required to pay.

- 15.2. If, during the rendering of the services for the CS, the CR commissions subcontractors to render such services, the assurance and indemnification obligation in accordance with Clause 15.1 shall also extend to these subcontractors. Clause 3.2 shall remain unaffected. Moreover, the CR shall be liable to the CS for any damages which the CS suffers as the result of the non-fulfilment of the obligations specified in Clause 15.1.

16. Indemnity and Liability

- 16.1. In addition and without prejudice to all other warranties, indemnities, remedies or other rights (express or implied) and whether pursuant to statute, common law or otherwise, the CR shall be liable to and shall indemnify the CS in full against all liability, loss, damages, death or injury, costs and expenses (including legal expenses) or any consequential loss or damage (whether loss of profit or otherwise) or other claims for consequential compensation whatsoever asserted by or against, awarded against or incurred or paid or agreed to be paid by the CS as a result of or in connection with:

- (a) any breach of or failure to perform any terms and/or obligations under these Purchasing Terms and Conditions and any other written agreement between the parties or any duty at common law, by the CR;
- (b) any claim that the work products of the services infringe, the patent, copyright, design right, trademark or other intellectual property rights of any other person;

any act or omission of the CR or its employees, agents or sub-contractors in connection with the performance of the services.

17. Advertising

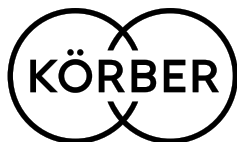
- 17.1. The CR may make reference to the business relationship with the CS only with the CS's consent. The CR shall not be entitled to use the CS's trademarks, logos, trading names or company names.

18. Miscellaneous

- 18.1. Any term, condition, stipulation, provision, covenant and/or undertaking of these Purchasing Terms and Conditions which is illegal, prohibited or unenforceable shall be fully severable and ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating and/or affecting the validity of the remaining provisions hereof.

- 18.2. Time wherever mentioned is of the essence of these Purchasing Terms and Conditions and any other written agreement between the parties.

- 18.3. No failure or delay on the part of either party in exercising nor any omission to exercise any right power privilege or remedy accruing to either party under these Purchasing Terms and Conditions agreement upon any default on the part of the other party shall impair any such right power privilege or remedy or be construed as a waiver thereof or any acquiescence in such default nor shall any action by either party in respect of any default or any acquiescence in any such default



affect or impair any right power privilege or remedy of such party.

- 18.4. No amendment or variation of these Purchasing Terms and Conditions agreement and any other written agreement between the parties shall be effective and binding unless it is in writing and signed by the parties.
- 18.5. These Purchasing Terms and Conditions may be executed in one or more counterparts and shall bind each party that has executed each counterpart, each such executed counterpart being deemed to be an original. All of such executed counterparts taken together shall be deemed to constitute one and the same instrument.
- 18.6. The rights and remedies provided in these Purchasing Terms and Conditions agreement are cumulative and not exclusive of any rights or remedies provided by law or equity. For the avoidance of doubt, in the event of any breach or

threatened breach of any term herein, each party hereto shall be entitled to claim any and all equitable remedies available to it subject to applicable laws.

19. Place of Jurisdiction and Applicable Law

- 19.1. The parties hereby agree to submit irrevocably to the exclusive jurisdiction of the Courts of Kuala Lumpur, Malaysia to settle and all disputes that may arise out of or in connection with these Purchasing Terms and Conditions and any other written agreement between the parties. The parties hereby waive any objection to proceedings commenced thereat based solely on forum non conveniens.
- 19.2. These Purchasing Terms and Conditions and any other written agreement agreed between the parties shall be governed by and construed in accordance with the laws of Malaysia.

We wish to point out that our employees have been instructed to strictly follow all valid statutory directives and the values and principles of the Körber Group. In particular, our employees may not demand any inappropriate advantages and benefits, allow these to be promised to them or accept them. You can find more details in this regard in our Code of Conduct at www.koerber.de/compliance. Code of Conduct at www.koerber.de/compliance.