

Saint-Gobain Prima Sdn. Bhd.

Export Sale General Terms and Conditions

(Effective from 26 November 2024)

For the purpose of these General Terms and Conditions of Export Sale ("General T&Cs"), "Seller" means Saint-Gobain Prima Sdn. Bhd. (company no. 200201012235(579898-W)) and "Buyer" means any person, company or corporate entity who buys or has agreed to buy goods from the Seller.

1 – APPLICATION

These General T&Cs are based on Free on Board ("FOB") Incoterms 2021, or otherwise as agreed in the official final written quotation, shall apply to all sales of goods by the Seller to the Buyer, notwithstanding any other difference or contrary terms stated in purchase orders or other documents from the Buyer.

If there is any conflict or inconsistency between these General T&Cs and specific terms contained in purchase orders or other documents from the Buyer, whether such documents have been acknowledged or accepted by the Seller, these General T&Cs shall prevail over and supersede those specific terms of the Buyer's purchase orders and other documents.

To the extent of such conflict or inconsistency, the specific terms contained in purchase orders and other documents from the Buyer shall be deemed invalid. This does not affect the validity or enforceability of the remaining terms of these General T&Cs, the Buyer's purchase orders and other documents.

2 – OFFER AND ACCEPTANCE

An official written quotation from the Seller is considered as an offer to the Buyer. A purchase order from the Buyer is considered as an acceptance of the offer. When the Seller's offer in the official written quotation is accepted by the Buyer, an agreement for sale of goods comes into existence between the Seller and the Buyer ("Agreement").

The Seller may vary or revoke its official written quotation at any time before the acceptance by the Buyer. If a purchase order is made verbally by the Buyer, the Seller may issue a Verbal Order Form to the Buyer and request the Buyer to acknowledge on the Verbal Order Form for the purpose of confirming the purchase order.

The Buyer is responsible to the Seller for ensuring the accuracy of the terms of the purchase order, for instance, quantity of goods, description of goods, address for delivery, contact details, before making the purchase order.

3 – PRICE OF THE GOODS

The price of the goods shall be the Seller's quoted price in the quotation and is subject to Sales Tax (if applicable).

Any advice or recommendation given by the Seller's employees or agents to the Buyer regarding the price of the goods shall be confirmed in writing in the official price list announcement by the Seller, otherwise they are only meant for information purposes and are not binding on the Seller. The Seller is at liberty to change the price of the goods in the official written quotation pending its issuance to the Buyer.

Under exceptional circumstances deemed necessary by the Seller, the Seller reserves the right, by giving notice to the Buyer at any time before delivery of the goods, to increase the price of the goods to reflect any increase in the cost to the Seller due to factors beyond control of the Seller, such as foreign exchange fluctuations, cost of manufacturing etc.

4 – DELIVERY

Unless otherwise agreed in writing, all goods shall be delivered FOB (INCOTERMS 2021 or any latest version) as designated by the Seller.

The Seller will engage its own freight forwarder to perform custom clearance declaration for the export goods before the cut-off date set by the carrier of the vessel appointed by the Buyer. The Seller will also ensure the goods are delivered to the designated port of departure and uploaded onto the vessel arranged by the Buyer.

Documents

Each delivery shall include shipping documents with details covering quantities of the goods purchased, product description, number of pallets, and number of pieces per pallet.

Non-Delivery

The date of delivery stated by the Seller or requested by the Buyer under the Agreement is approximate only and shall not constitute as a binding deadline ("Date of Delivery"). The Seller agrees to comply with the Date of Delivery as far as possible on the condition that the Buyer provides all necessary order and delivery information sufficiently and within reasonable period prior to the Date of Delivery.

In the event that the goods have been delivered by the Seller to the port and those goods are kept at the port waiting to be loaded to the vessel arranged by the Buyer for more than seven (7) calendar days, the Buyer shall bear and agree to indemnify the Seller against all or any costs, charges, damages, expenses, disbursement or whatsoever that may incur as a result. The Seller shall not be liable for, nor shall the Seller be deemed in breach of its obligations to the Buyer, for any delivery made at a time before or after the Date of Delivery.

If the Seller does not deliver the goods within three (3) months after the Date of Delivery, the Buyer may give the Seller a written notice of failure ("Notice") to redeliver the goods within thirty (30) days from the date of receipt of the Notice, the Buyer's sole and exclusive remedy is to cancel the affected and undelivered portions of the Agreement without any compensation being due on account of this cancellation.

Subject to clause 20 (Force Majeure), if the Seller fails to deliver the goods due to circumstances that are beyond the Seller's control including but not limited to natural disasters, riots, strikes, acts of God, health crisis, epidemic, pandemic or whatsoever reasons, the Seller and the Buyer will negotiate in good faith of a new date of delivery. The Seller shall not be liable for all or any losses, costs, claims, or damages arising from such delay.

Packaging and Import/Export Licenses

The Seller will mark and label the export goods packaging, as well as handle export licenses and customs formalities in accordance with the applicable laws and regulations. In addition, the Seller will pack the goods in accordance with standard packaging requirements that conform to normal transportation and handling conditions.

The Buyer shall be responsible for applying necessary import licenses in the country where the Buyer resides and in accordance with the prevailing local import laws and regulations. The Buyer shall indemnify and hold the Seller harmless against all or any losses, costs, claims, or damages arising from the failure of obtaining such local import licenses.

5 – CONFORMITY, INSPECTION AND ACCEPTANCE

Conformity

The goods will comply with the contractual specifications and with their intended use, in addition to conforming with norms and legislations in force in the country of delivery, as well as in the country where the Buyer resides.

Inspection

The Seller may engage a qualified third-party inspector to inspect the goods before uploaded onto the vessel as designated by the Buyer and the Buyer will bear the cost of pre-shipment inspection.

Acceptance of Goods

The Buyer is deemed to accept the goods once the goods have arrived at the Buyer's final designated site provided that the Buyer shall within fourteen (14) working days from the date of arrival of such goods at the Buyer's final designated site, notify the Seller instantly via any means (fax, email, etc) of the non-conformity of goods visually inspected with relevant proofs (such as photographs etc) ("Claims"). During the investigation, the Buyer undertakes to diligently cooperate with the Seller by providing whatsoever information as requested by the Seller. It is at

the Seller's sole discretion whether to accept or reject such Claims. Notwithstanding the foregoing, the Seller shall not be held liable for all or any claims or damages that may incur once the goods have been uploaded to the vessel arranged by the Buyer including, without limitation poor or mishandling of the goods by the vessel carrier during the transit of shipment.

6 (i) – PRODUCT QUALITY WARRANTY

The descriptions and specifications of the goods, including quantity and quality, shall be those set out in the Seller's quotation. Subject to the investigation conducted by the Seller, the Seller guarantees the delivered goods against the product quality defects for a period of ten (10) years from the date of shipment on board and such warranty shall not exceed the goods value paid for by the Buyer ("Warranty Period"). If the investigation finding shows that the product defects are attributable to the quality issues, then the Seller will bear the costs not exceeding the goods value paid for by the Buyer. If the final investigation finding shows that the product defects are attributable to the damages caused during the shipment transit, then the Buyer shall bear the costs and claim against the Buyer's insurance company. Notwithstanding the foregoing, the Seller does not warrant the fitness of the Seller's goods for any particular purpose and no such warranty is to be implied from the name or description under which the Seller's goods are sold.

6 (ii) EXCLUSION OF LIABILITY

Under no circumstances shall the Seller be liable for the goods defects including, without limitation, (i) caused by bad storage, mishandling, improper transportation (not in accordance with the Seller's recommendations (if any)), (ii) abuse or any other use than the intended use as per the Seller's communication, (iii) failure to provide reasonable and necessary maintenance, (iv) normal wear and tear, (v) defects resulting from modifications or alterations of the goods made without the Seller's written approval, (vi) apparent or obvious defects of the goods not detected immediately (or during a very limited period) upon delivery, (vii) thermal and/or acoustical performance and/or aesthetic aspects, (viii) improper installation or installation not in accordance with the Seller's instructions, guidelines, applicable standards, technical recommendations, specifications and associated published literature, (ix) defects or damages caused by workmanship, (x) systems which do not comprise exclusively Seller's genuine branded goods (when they could have been used), (xi) defective goods must not have been installed if reported defect was apparent upon adequately careful inspection before/during installation, (xii) shall not apply to any other damage which is not a result of a manufacturing defect in the goods, (xiii) unauthorized alteration to the goods, (xiv) failure of the materials to which the goods are attached to or used in conjunction with the goods, (xv) the goods being used are in breach of their specifications, settlement or structural movement and/or movement in materials in which the goods is attached to, (xvi) incorrect design of the structure, (xvii) transformation of material due to climatological conditions or acts of God or any act of negligence by users of the goods. Without prejudice to the abovementioned, the Seller's liability for damages arising from the delivered goods due to the product quality defects are in any case limited only to the goods value paid for by the Buyer.

7 – TRANSFER OF RISK AND OWNERSHIP

Transfer of risk takes place when the goods are delivered onboard vessel. However, the ownership of the goods shall remain with the Seller until payment in full by the Buyer, including any interests and/or any expenses etc in respect thereof.

8 – PAYMENT

Unless agreed otherwise in writing by the parties, prices quoted in the price list announcement shall exclude taxes, firm and final. However, the Buyer shall be entitled to withhold tax (if applicable) under relevant laws and the net amount shall be remitted to the Seller.

Invoicing

Each order will be invoiced separately. One (1) proforma invoice will be sent to the Buyer to confirm the order. Another commercial invoice will be sent to the Buyer after the delivery of goods is completed. An assignment of debt may be asserted against the Buyer provided that the Seller has notified the Buyer thereof before proceeding with said assignment.

Payment Terms

Unless otherwise agreed in writing by the parties, payment shall be made in full before delivery of the goods.

Late Payment

Any commercial invoice that is not paid in full on the due date as specified in the price list announcement shall be charged with interest at the rate of 10% per month from such due date until full settlement.

Cost of Recovery in Legal Proceedings

The Seller reserves the right to recover any expenses, costs or disbursement incurred by the Seller while recovering any outstanding monies owed by the Buyer through legal proceedings.

9 – INTELLECTUAL PROPERTY

The Seller warrants that it is the owner of all intellectual property, know-how and processes relating to the manufacture and use of the goods ordered by the Buyer.

If a third-party claims that the goods delivered by the Seller constitute an infringement of its intellectual property rights, the Buyer will promptly notify the Seller thereof and shall cooperate with the Seller for the defence against this allegation, at the Seller's costs and expenses.

If such an infringement allegation arises or seems probable, the Seller must, as soon as reasonably possible, either negotiate and agree a settlement with the third party concerned so that the Buyer may continue to use the goods in question, or at its own costs and expenses replace them with goods that are at least with equivalent function.

Except as explicitly set forth herein, the Seller has not granted and nothing in these General T&Cs shall be construed as granting the Buyer any ownership, interest, license, or any other rights under any patent, copyrights, trademarks or any other intellectual property rights or other trade secrets of the Seller.

10 – INSURANCE

The Seller will insure the goods up until the goods are onboard vessel. The Buyer undertakes to take out all insurance policies necessary with a reputable and solvent insurance company to cover the goods in transit and will maintain it throughout the duration of transit. The Buyer shall indemnify and hold the Seller harmless against all or any losses, costs, claims or damages related to the damaged goods arising after the goods are onboard vessel.

11 – TERMINATION

If a party ("Non-Breaching Party") reasonably believes that the other party ("Breaching Party") is in breach of any material obligation hereunder, the Non-Breaching Party will give written notice to the Breaching Party specifying the breach in reasonable detail and the Breaching Party has seven (7) working days to cure such breach. If such cure cannot be reasonably effected within the abovementioned period, both the Non-Breaching Party and the Breaching Party shall in good faith and within another seven (7) days' collectively work out a remedial plan to cure the said material breach. If the material breach remains uncured, then the Non-Breaching Party is entitled to terminate the purchase order immediately by way of a written or electronic notice.

12 – CONFIDENTIALITY OBLIGATIONS

All documents, models, objects such as plans, descriptions, notes, diagrams, drawings, samples, mock-ups, forwarded to the Buyer for the performance of the purchase order are, even if they have no expressive marking of "confidential", confidential, and may not be used for any purpose other than the purchase order ("Confidential Information"). They are always the sole property of the Seller and must be fully returned to the Seller at the Seller's first request.

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More generally, the Buyer undertakes to keep confidential any Confidential Information forwarded to it or to which it has had access directly or indirectly, within the context of the purchase order, until that Confidential Information becomes generally known to the public.

The Buyer further undertakes to disclose the above-mentioned Confidential Information only to those of its employees or subcontractors who are on the need-to-know basis, and provided such persons are subject to the same confidential obligations as contained herein. This confidential obligation is of on-going nature and shall survive for another three (3) years after the termination of any purchase order.

13 – COMMERCIAL REFERENCES

The Seller is authorised to use the corporate name of the Buyer or the latter's distinctive signs by way of reference only on a case-by-case basis.

14 – EMBARGO

The Seller undertakes not to purchase materials from, either directly or indirectly, any country or region, which is subject to embargo or economic sanctions imposed by the United Nations, the European Union and/or the United States of America.

15 – GOVERNING LAW AND DISPUTE RESOLUTIONS

These General T&Cs are governed by and construed in accordance with the laws of Malaysia, without regard to the principles of conflict of laws thereof.

Any dispute, controversy or claim arising out of or relating to these General T&Cs, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the Asian International Arbitration Centre ("AIAC") Arbitration Rules for the time being in force, which rules are deemed to be incorporated by reference in this clause 16. The seat of arbitration shall be Kuala Lumpur, Malaysia. The Arbitral Tribunal shall be comprised of one (1) arbitrator. The language to be used in the arbitral proceedings shall be English.

16 – ENTIRE AGREEMENT

These General T&Cs constitute the entire terms and conditions between the Seller and the Buyer and shall supersede all prior arrangement or agreement made between the parties. No provision contained herein shall be amended or modified except with written consent of both parties.

17 – BINDING EFFECTS

These General T&Cs shall bind and enure to the benefits of the successors and permitted assigns of each party.

18 – SEVERABILITY

If any provision of these General T&Cs is determined by any arbitral tribunal of competent jurisdiction to be illegal, invalid, or unenforceable, that provision will be severed from these General T&Cs and the remaining provisions shall continue to remain in full force and effect.

19 – FORCE MAJEURE

If force majeure event happens that goes beyond the control of the Seller and the Seller is prevented from delivering the goods as per the Agreement, the Seller shall have the right to terminate the Agreement in full or in part. The Seller shall not be under any liability for the consequences of any failure on its part to perform or delay in performing its obligation due to force majeure.

20 – TYPO ERROR

Any bona fide typographical, clerical, or other error or omission in the price list announcement or other document issued by the Seller shall subject to correction without any liability on the part of the Seller.

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