

**1. Scope of Application**

Unless Seller expressly agrees otherwise in writing, all products and services provided by Seller are on the basis of these General Conditions of Sale. Any reference(s) made by Buyer as to the application of its own terms and conditions are hereby rejected. Seller's General Conditions of Sale shall also apply to all future business (subject to Seller's right to amend such General Conditions of Sale from time to time by notification to Buyer). Deviation from these General Conditions of Sale requires the explicit written approval of the duly authorized personnel of Seller.

**2. Offer and Acceptance**

Seller's quotations are not binding offers but are invitations to Buyer to submit a binding offer. The contract is concluded by Seller's acceptance of Buyer's order (offer). In case the acceptance differs from the offer, such acceptance constitutes a new non-binding offer of Seller.

**3. Product Information****3.1**

Any models or samples are non-binding examples. They do not guarantee any specific properties, unless Seller expressly agrees otherwise in writing.

**3.2**

Deviation from product information or specific properties shall be permissible provided they are insignificant or unavoidable despite all reasonable care.

**3.3**

No warranty or guarantee given by Seller in respect of products or services under this contract and all implied terms, whether implied by law or otherwise, are expressly excluded to the extent permitted by law.

**4. Advice**

Technical or other advice with regard to products and their application is given to the best of Seller's knowledge based on Seller's research and experience. All advice and information with respect to suitability and application of the products shall not, however, create any liability of Seller and shall not relieve the Buyer from undertaking his own investigations and tests.

**5. Prices**

If Seller's prices or Seller's terms of payment are generally altered between the date of contract and dispatch, Seller may apply the price or the terms of payment in effect on the date of dispatch. In the event of a price increase, Buyer is entitled to withdraw from the contract by giving notice to Seller within 14 days after notification of the price increase.

**6. Delivery**

Delivery shall be effected as agreed in the contract. General Commercial Terms shall be interpreted in accordance with the INCOTERMS in force on the date the contract is concluded. Any time or date for delivery identified by Seller is an estimate only. Time of delivery shall not be of the essence and Buyer shall be obliged to accept delivery notwithstanding any delay.

**7. Damage in Transit**

Notice of claims arising out of damage in transit must be lodged by Buyer directly with the carrier within the period specified in the contract of carriage and Seller shall be provided with a copy thereof.

**8. Laws in Country of Destination**

Buyer is responsible for compliance with all laws and regulations applicable in the country of destination regarding import, delivery, storage and use of the products delivered by Seller. Buyer will pay all import, customs duties and any other taxes payable in the country of destination unless otherwise stated based on the agreed Incoterms.

**8.1**

Notwithstanding 8.1 above and the agreed Incoterms, Buyer shall pay any Malaysian Goods and Services Tax (if applicable) or any tax of a similar nature which may be or become chargeable or imposed by the competent authorities in Malaysia ("GST") in respect of any payment made by Buyer under or in consequence of the contract or any payment made by Seller for which Buyer shall reimburse or agrees to reimburse Seller, as the case may be, under or in consequence of the contract. For the avoidance of doubt, all consideration for products supplied under or in consequence of the contract shall be treated as exclusive of GST, unless otherwise expressly stated in the contract.

**9. Delay in Payment****9.1**

Time shall be of the essence for payment by Buyer for the products. Buyer shall be in default if he has not made payment by the due date or within the permitted period for payment.

**9.2**

Seller is entitled to charge interest on the amount outstanding from the due date for payment at the rate of 12 percentage points per annum or 3 percentage points above the Base Lending Rate of Malayan Banking Berhad, Malaysia, whichever is the higher.

**10. Lack of conformity****10.1**

Buyer shall inspect the products immediately upon delivery and must notify Seller in writing and without delay if the products do not conform with the contract (e.g. defects, wrong shipment or quantity differences) precisely describing the nature and extent of the lack of conformity. Such notice must latest be given within seven (7) days after receipt of the products. If the lack of conformity cannot be discovered upon usual and routine inspection and investigation, such notice may be given within three (3) months after receipt of the products. Notwithstanding the aforementioned, in the case of parcel shipments, Buyer must notify Seller for such non-conformity within three (3) days of delivery.

If Buyer fails to give any such notice, the products shall be deemed to be in all respects in accordance with the contract and Buyer shall have no claims against Seller.

**10.2**

If Seller is responsible for lack of conformity and Buyer gives notice within the prescribed time, Seller shall, in case of short delivery, deliver remaining products within a reasonable time. In all other cases, the Seller shall, at its option, either replace the non-conforming products, or take back the non-conforming products or grant to Buyer a price reduction.

**11. Liability**

Seller's liability is limited in each case to compensation for foreseeable loss. Seller's liability is further limited to the price of the products or services sold by the Seller. In no event shall Seller be liable for any consequential, special, indirect or exemplary damages.

**12. Set off, Retention of Payment**

A set off or retention of payment by Buyer is only permitted for undisputed counterclaims or sums as adjudicated by final judgement.

**13. Security**

If there are reasonable doubts about Buyer's ability to pay, especially if Buyer defaults on any payment, Seller may revoke credit periods and demand payment in advance or security of payment for the products or for further products and services.

**14. Retention of Title**

Unless otherwise agreed in writing, the products sold shall remain the property of the Seller until the price has been paid in full.

**15. Force Majeure**

Any incident or circumstance beyond the Seller's control such as natural occurrences, war, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdowns, malfunctions or acts of government shall relieve Seller from his obligations under this contract to the extent Seller is prevented from performing such obligations. Seller shall not be liable to the Buyer in such circumstances and any product allocations shall be at seller's discretion only. The same applies to the extent such incident or circumstance renders the contractual performance commercially impractical for Seller over a long period or occurs with suppliers of Seller. If such Force Majeure lasts for more than 3 months, Seller is entitled to terminate the contract without any liability to Buyer whatsoever.

**16. Place of payment**

Regardless of the place of delivery of products or documents, the place of payment shall be Seller's place of business.

**17. Communication**

Any notice or other communication required to be received by a party is only effective at the moment it reaches such party. If a time limit is stipulated, the notice or other communication has to reach the recipient party within such time limit. Electronic communication received shall, unless expressly agreed otherwise in writing, be deemed to be received the moment it reaches the receiving party or one working day after despatch, whichever is the later.

**18. Termination**

In the event that Buyer becomes insolvent, is adjudged bankrupt or goes into receivership or liquidation or any petition is presented against the Buyer for bankruptcy, receivership or liquidation, or the Buyer enters into any composition or scheme of arrangement with its Creditors, the Seller is entitled, without prejudice to its other rights, to immediately suspend or terminate the contract.

**19. Jurisdiction**

Any dispute arising out of or in connection with this contract shall be heard at the court having jurisdiction over Seller's principal place of business or, at the Seller's Option, over Buyer's principal place of business.

**20. Applicable law****20.1**

The contractual relationship between Seller and Buyer shall be governed by the laws of Malaysia.

**20.2**

With respect to personal data that the Buyer provides to Seller, the Buyer confirms that processing such data in accordance with the contract will not cause Seller to breach any applicable data protection legislation. Where Seller provides to the Buyer with personal data, the Buyer agrees to keep it confidential and in accordance with any applicable data protection legislation. The Buyer agrees that Seller may process and transfer its personal data to Seller's affiliates or associated companies, specifically Seller's shareholders' Group of Companies including PETRONAS and BASF, (who may be located outside Malaysia) for the purposes of (i) assess and process the products (ii) maintaining the operations or vendor/supplier/customer relationship, (iii) for safety, security, quality, risk, audit, reporting and management reviews, (iv) to administer and give effect to the commercial transactions with Seller (v) for the preparation of any documents (vi) for other purposes required to operate, maintain and better manage the arrangement under the contract.

**21. Contract Language**

If these General Conditions of Sale are made known to Buyer in another language, in addition to the English language, this is merely done for Buyer's convenience. In case of differences of interpretation, the English language version shall prevail.