

**1. General provisions**

1.1 Loedige Malaysia Sdn. Bhd. (hereinafter individually or collectively referred to as "the Customer") orders are placed based on these Terms and Conditions and on any other concluded separate contractual agreements. Contrary to terms and conditions of delivery and service of the supplier will not become part of the contract through the placement of an order and performance of the contract, especially the acceptance of goods or other services.

1.2 These Terms and Conditions apply in the valid version at the time of the Customer's order or in any case, the latest version provided to the supplier, including for all future contracts with the supplier, until their revocation by the Customer. Agreed deviations only apply to the order for which they are individually agreed.

**2. Order and Confirmation**

2.1 The Customer may cancel the order if the Supplier has not confirmed acceptance of the order (confirmation) in writing within two weeks of receipt.

2.2 Any alterations, amendments or additions to the order shall only become a part of the agreement if the Customer accepts such in writing. In particular, the Customer is bound by the General Terms and Conditions of the Supplier only to the extent that these are in accordance with the Customer's own General Terms and Conditions or if the Customer agrees to such in writing. The acceptance of deliveries or services as well as payments do not constitute such agreement.

2.3 The Purchase Order constitutes an offer by the Customer, which may be accepted by the Supplier by acknowledgement or by performance of the Services or supply of the Products set out in the Purchase Order. Acceptance of the Purchase Order shall be deemed to bind the Supplier to the Contract.

**3. Rights of Use**

3.1 The Supplier hereby grants the Customer the following non-exclusive, transferable, worldwide and perpetual rights:

3.1.1 to use the deliveries and services including related documentation, to integrate them into other products and to distribute them worldwide;

3.1.2 to use or allow others to use software and its related documentation (hereinafter collectively referred to as "Software") in connection with the installation, launch, testing and operation of the Software;

3.1.3 to sublicense the right of use under section 2 above to affiliates to other distributors and end customers;

3.1.4 to license to affiliates and other distributors the right to sublicense the right of use under section 2 above to end customers;

3.1.5 to use the Software for integration into other products and to copy the Software, or to allow affiliates or other distributors to use and copy the Software;

3.1.6 to distribute, sell, hire out, lease ready for download or make publicly available the Software, e.g. in the context of Application Service Providing or in other contexts, and to copy the Software to the extent required, always provided that the number of licenses being used at any one time does not exceed the number of licenses purchased;

3.1.7 to sublicense the right of use under section 2 above to affiliates and other distributors;

3.2 In addition to the rights granted in section 2 above, the Customer, affiliates and other distributors are authorized to allow end customers to transfer Software licenses;

3.3 All sublicenses granted by the Customer must contain appropriate protection for the intellectual property rights of the Supplier in the Software. All sublicenses must contain any contractual provisions used by the Customer to protect its own intellectual property rights. Should the products and services delivered by the Supplier contain open-source software, the Supplier must deliver to the Customer at the latest at the time the order is confirmed the following:

- The source code of the relevant open-source software, insofar as the applicable open-source conditions require the disclosure of this source code; and

- A schedule of all open-source files used, indicating the relevant license and including a copy of the complete text of such license; and

- A written declaration that through the intended use of the open-source software neither the products of the Supplier nor the products of the Customer will be subject to a "Copy left Effect". In the context of this provision, "Copy left Effect" means that the provisions of the open-source license require that certain of the Supplier's products, as well as any products derived from these, may only be distributed further in accordance with the terms of the open-source license e.g. only if the source code is disclosed; Should the Supplier not indicate until after receipt of the order that its products and services contain open-source software, then the Customer is entitled to cancel the order within 14 days of receipt of this information and provision of all the information contained in the above paragraph.

**4. Delivery periods and Penalties for Delay and Factory Acceptance Testing (FAT)**

4.1 Delivery periods stated by Loedige Malaysia Sdn. Bhd. in the order are binding. For the purposes of establishing the timeliness of delivery or rectification, the relevant point in time is the date of receipt at the place of receipt designated by the Customer, and for deliveries involving installation, commissioning or rectification services, the relevant point in time shall be the date of acceptance.

4.2 Where any delay in delivery or performance or rectification can be anticipated, the Customer shall be notified immediately and its decision sought.

4.3 If in the event of delay, the Supplier cannot prove that it is not responsible for the delay, the Customer may charge a penalty in respect of each commenced working day of delay amounting to 0.5% but not exceeding a maximum total of 10% of the total value of the contract or purchase order. In the event that the appropriate reservation of rights is not made at the time of acceptance of delivery, services or rectification, this penalty may still be claimed if the reservation of rights is made until the date of final payment.

4.4 The Supplier shall conduct 100% Factory Acceptance Testing (FAT) on all products / equipment prior to delivery to ensure compliance with contractual specifications, industry standards, and agreed-upon requirements. All products / equipment shall pass FAT before being deemed ready for shipment.

4.5 The Supplier must allow the Customer to inspect the Goods at the Supplier's workshops or factories. The Customer may witness or conduct factory tests as outlined in the Request of Quotation (RFQ), Purchase Order (PO), or technical specifications. FAT does not constitute acceptance of the Goods and does not release the Supplier from its obligations under this agreement. Any payment, expression of satisfaction, delivery acceptance or approval by the Customer does not limit or waive the right to make claims or take action for any breach of the Supplier's obligations under the Purchase Order / Sub-contract. The Supplier must promptly notify the Customer when the Goods are ready for FAT so that the test can be arranged without delaying the shipment.

4.6 When providing the Services, the Supplier shall ensure that the Services and the Deliverables shall conform with all descriptions and specifications set out in the Purchase Order, and the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Customer; use the best quality materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, shall be free from defects in workmanship, installation and design; and provide all equipment, tools and vehicles and such other items as are required for the provision of the Services to the Customer.

**5. Transfer of Risk, Dispatch and Place of Performance, Transfer of Title**

5.1 For deliveries involving installation, commissioning, or services, the transfer of risk occurs upon acceptance. For deliveries not involving installation or

commissioning, the transfer of risk shall occur upon receipt by the Customer at the designated place of receipt.

5.2 Unless otherwise agreed, the costs of delivery and packaging shall be borne by the Supplier. For pricing ex works or ex warehouse of the Supplier, transport shall be arranged at the lowest possible cost, unless the Customer requests a specific delivery method. Any additional costs arising from non-compliance with transport requirements shall be covered by the Supplier. Where the price is quoted free to the recipient, the Customer may determine the transportation method. Any extra costs incurred due to expedited delivery to meet the deadline shall be borne by the Supplier.

5.3 Each delivery shall include a packing note or delivery note with details of the contents as well as the complete order number. Notice of dispatch shall be provided immediately with the same information.

5.4 If the transport is performed by a carrier commissioned by the Customer, the Supplier will inform the carrier of the necessary data concerning dangerous goods in accordance with legal requirements.

5.5 If the Customer informs the Supplier that following the initial transport another transport with a different mode of transport is scheduled, the Supplier will also follow the relevant legal requirements concerning dangerous goods with regard to such on-going transport.

5.6 The Supplier shall be liable for any expenses and/or damages incurred by Customer due to any breach of the obligations under this section 4, unless Supplier is not responsible for such breach.

5.7 Transfer of title shall be upon delivery or acceptance by the Customer, as the case may be.

**6. Invoices**

The order number or contract number as well as the number of each individual item shall be detailed in invoices. Insofar as any such details are omitted, invoices shall not be payable. Copies of invoices shall be marked as duplicates.

**7. Payment for Products and Services**

7.1 The prices stated in the order are binding. Unless otherwise agreed, all prices include delivery in accordance with DDP Incoterms 2020, including packaging, to the delivery address specified in the order and any ancillary services of the supplier (e.g. assembly, installation, commissioning). Prices shall also include any applicable Sales and Service Tax (SST) under Malaysian law, unless stated separately. The Supplier shall be responsible for proper registration, collection and remittance of SST to the Royal Malaysian Customs Department. If SST is not included in the unit price, the amount shall be clearly itemized in the invoice. Where exemption of taxes, duties or levies may be applicable, the Supplier shall cooperate in completing the necessary procedural formalities or providing documentation to support such exemption.

7.2 Purchase Price: The purchase price for the Products shall be as set out in the Purchase Order and shall include

the costs of packaging, insurance, and carriage of the Products, unless otherwise agreed in writing and signed by the

Customer. No additional charges shall be effective unless agreed in writing and signed by the Customer.

7.3 Charges for Services: The charges for the Services shall be outlined in the Purchase Order and will represent the full and exclusive remuneration of the Supplier for the performance of the Services. Unless otherwise agreed in writing and signed by the Customer, such charges shall encompass all expenses incurred by the Supplier, directly or indirectly, associated with the performance of the Services.

7.4 The invoice will be settled within 30 days after confirmation by the Customer, or in accordance with the PO milestone if applicable. The Supplier shall issue invoice(s) only after the Products have been delivered and/or the Services have been performed. All invoice(s), delivery note(s), and job completion sheets (if applicable), with written acknowledgments by responsible staff bearing the Customer's chop, should be marked with the relevant Purchase Order numbers.

7.5 The period for payment shall commence as soon as any delivery or service is completed and a correctly issued invoice is received. Insofar as the Supplier is required to provide material testing, test records or quality control documents or any other documentation, such shall be a part of the requirements of the completeness of the delivery or performance. The period for payment shall commence after the complete rectification of any deficiency.

7.6 Payment does not constitute an acknowledgement that the corresponding delivery or services were provided in accordance with the Purchase Order or Contract.

**8. Inspection upon receipt**

8.1 The Customer shall immediately upon receipt examine whether a delivery corresponds to the quantity and type of products ordered and whether there are any external recognizable transportation damage or other deficiencies.

8.2 Should the Customer discover any deficiency in the course of these inspections or at any later stage, it shall inform the Supplier of such deficiency.

8.3 Complaints may be raised within one month of delivery of a product or performance, and insofar as deficiencies are not discovered until commissioning, processing or first use, within one month of detection.

8.4 In this regard the Customer shall have no other duties to the Supplier other than the duties of inspection and notification above.

**9. Warranty**

9.1 If deficiencies are identified before or during the transfer of risk or during the warranty period provided for in section 9.9, the Supplier must at its own expense and at the discretion of the Customer either repair the deficiency or provide re-performance of services or replacement of deliveries (=rectification). This provision also applies to deliveries subject to inspection by sample tests. The discretion of the Customer shall be exercised fairly and reasonably.

Should the Supplier fail to rectify (i.e. repair or replacement) any deficiency within a reasonable time period set by the Customer, the Customer is entitled to: cancel the Purchase Order or the contract in whole or in part without being subject to any liability for damages; or demand a reduction in price; or undertake itself any repair at the expense of the Supplier or re-performance of services or replacement of deliveries or arrange for such to be done; and claim damages in lieu of performance. Any rectification may take place without a further deadline at the expense of the Supplier if delivery is affected after the original deadline.

9.2 The same shall apply if the Customer has a strong particular interest in immediate rectification in order to avoid any liability of its own for delay or for other reasons of urgency and it is not reasonable for the Customer to request the Supplier to rectify the deficiency within a reasonable time period.

9.3 The above-mentioned rights shall expire one year from the date of notification of the deficiency but in no instance before the expiry of the warranty periods set out in this section.

9.4 Additional or other statutory rights are not affected hereby.

9.5 If the Supplier provides subsequent performance or repairs, the warranty periods set out in section 9.9 shall begin to run once again.

9.6 Notwithstanding the transfer of risk, the Supplier shall bear the costs and risk related to the rectification (e.g. Return costs, costs of transport)

9.7 The warranty period for deficiencies of material is two years, insofar as no statutory provisions provide longer periods.

9.8 The warranty period for deficiencies in title is two years, insofar as no statutory provisions provide longer periods.

9.9 The warranty period begins to run with the transfer of risk (see section 4.1). Upon delivery to locations where the Customer is operating outside its premises, the warranty period begins with the acceptance by the end customer, in no case later than one year after transfer of risk.

#### **10. Duty to Verify Title/Duty to Inform**

It is essential that the products are delivered free of any third-party rights. Thus, the Supplier is under a duty to verify title and inform the Customer of any possible conflicting industrial and intellectual property rights. Any breach of such duty is subject to the normal statutory limitation period.

#### **11. Subcontracting to Third Parties**

Subcontracting to third parties shall not take place without the prior written consent of the Customer and entitles the Customer to cancel the contract or the Purchase Order in whole or in part and claim damages.

#### **12. Insurance**

The Supplier shall, throughout the term of these General Terms and Conditions (GTC), maintain insurance coverage adequate to fully protect against any potential liability, loss, or damages arising under common law or any applicable statute in relation to property damage and personal injury, insofar as such risks are relevant to the performance of the Supplier's obligations under these GTC. Upon request, the Supplier shall provide Loedige Malaysia Sdn. Bhd. with sufficient evidence of the insurance policies effected and maintained in accordance with this clause. Any insurance obtained by the Supplier shall not limit, restrict, or prejudice the rights of Loedige Malaysia Sdn. Bhd. under these GTC or at law.

#### **13. Provided Material or Product Compliance**

13.1 Materials provided by the Customer shall remain the property of the Customer. The Supplier shall store, label, and manage such materials separately and at no cost to the Customer. These materials shall be used exclusively for fulfilling the Customer's orders. The Supplier shall be responsible for replacing any materials that are lost or diminished in value due to the Supplier's fault, including negligence. This obligation also applies to the transfer of allocated materials.

13.2 Any processing or transformation of the Customer's materials shall be carried out solely for the Customer. Ownership of the resulting product shall immediately vest in the Customer. If immediate transfer of ownership is not legally feasible, both parties agree that the Customer shall retain ownership throughout the processing or transformation period. The Supplier shall safeguard the transformed product at no additional cost and exercise the duty of care expected of a merchant under Malaysian law.

13.3 All Products supplied shall be new, free from defects in design, materials, and workmanship, of satisfactory quality, and in merchantable condition, in accordance with the Sale of Goods Act 1957.

13.4 The Products shall be safe, suitable, and fit for any purpose expressly or impliedly communicated by the Supplier or made known to the Customer. The Customer shall rely on the Supplier's expertise and professional judgment in this regard.

13.5 The Products shall not infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party.

13.6 The use of toxic or hazardous materials is strictly prohibited. The Supplier shall comply with the Environmental Quality Act 1974 and other applicable regulations governing the use of chemicals and substances.

13.7 For services involving assembly or commissioning, the Supplier shall comply with all applicable statutory regulations, including the Occupational Safety and Health Act 1994 and relevant guidelines on workplace safety and accident prevention.

13.8 The Supplier shall provide all necessary documentation for any proof of origin required by the Customer. Such documentation shall be properly signed, submitted free of charge, and without undue delay, in accordance with Malaysian Customs requirements.

13.9 The Supplier shall take all reasonable measures to ensure compliance with applicable local laws and regulations in Malaysia, including but not limited to environmental, labor, and trade regulations.

13.10 The Supplier acknowledges and agrees that all Products and services supplied under this Purchase Order must comply with the guarantees and obligations set out in the Consumer Protection Act 1999 and the Sale of Goods Act 1957 of Malaysia. Nothing in this clause limits the Supplier's obligations under clauses 13.1 to 13.9, which apply in addition to the statutory guarantees under Malaysian law.

#### **14. Tools, Patterns, Samples, Confidentiality etc.**

14.1 All tools, samples, drawings, templates, and related materials provided by the Customer shall remain the Customer's property. They must not be shared with third parties or used beyond the agreed scope without prior written consent. The Supplier shall take reasonable steps to prevent unauthorized access or use. Upon breach, the Customer may request immediate return of the materials without prejudice to other rights.

14.2 The Supplier shall not disclose to any third party any information obtained from the Customer that is not already in the public domain or lawfully obtained by the Supplier. Where the Customer consents to subcontracting to a third party, the Supplier shall ensure that such third party agrees in writing to be bound by equivalent confidentiality and usage obligations.

#### **15. Assignment**

The Customer shall have the right to assign its rights and obligations under any order or agreement without prior approval of the Supplier; any assignment by the Supplier requires prior written approval of the Customer.

#### **16. Inability to Pay/Insolvency of the Supplier**

Should the Supplier cease to make payments, or if an interim insolvency administrator is appointed or if insolvency proceedings are applied for or commenced in relation to the assets of the Supplier, the Customer may terminate the contract and/or any purchase orders issued thereunder. In the event of termination, the Customer may continue to utilize existing facilities, deliveries or services already performed by the Supplier in exchange for reasonable payment.

#### **17. Dispute Resolution**

Any dispute or difference arising between the Customer and the Supplier in connection with this Purchase Order or its execution, whether during or after completion, and whether before or after termination or breach, shall first be referred to mediation in accordance with the Asian International Arbitration Centre (AIAC) Mediation Rules (as amended from time to time). If the parties fail to reach a settlement within thirty (30) days from the date the dispute arises, the matter shall be referred to the AIAC for final resolution by arbitration in accordance with the AIAC Arbitration Rules. The seat of arbitration shall be Kuala Lumpur, Malaysia, and the language of arbitration shall be English.

#### **18. Code of Conduct for Loedige Malaysia Suppliers, Security in the Supply Chain**

18.1 The Supplier is obliged to comply with the laws of the applicable legal system(s). In particular, the Supplier will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights

of employees or any child labour. Moreover, the Supplier will take responsibility for the health and safety of its employees, the Supplier will act in accordance with the applicable environmental laws and will use best efforts to promote this Code of Conduct among its suppliers.

18.2 The Supplier shall provide the necessary organizational instructions and take measures, particularly with regard to the following security: premises security, packaging and transport, business partner, personnel and information in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO SAFE Framework of Standards (e. g. AEO, C-TPAT). The Supplier shall protect the goods and services provided to the Customer or provided to third parties designated by the Customer against unauthorized access and manipulation. The Supplier shall only deploy reliable personnel for those goods and services and shall obligate any sub-suppliers to take equivalent security measures.

18.3 In addition to other rights and remedies the Customer may have, the Customer may terminate the contract and/or any purchase order issued thereunder in case of breach of the obligations under section 15 by the Supplier. However, provided that Supplier's breach of contract is capable of remedy, Customer's right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by Customer.

#### **19. Environmental Protection, Duties to Declare, Dangerous Goods**

19.1 If the delivery includes goods classified as dangerous under international Malaysian regulations (including those under the International Maritime Dangerous Goods Code or local Department of Occupational Safety and Health guidelines), the Supplier shall notify the Customer in writing in a mutually agreed format, no later than the date of order confirmation.

#### **19.2 Export Control and Foreign Trade Data Regulations**

The Supplier shall comply with all applicable export control, customs, and foreign trade regulations under Malaysian law and any relevant international requirements ("Foreign Trade Regulations"). The Supplier shall provide the Customer, in writing, within two (2) weeks of receiving the order and without undue delay in case of any changes, all necessary data and documentation required for compliance with such regulations, including but not limited to:

- All applicable export list numbers, including the Export Control Classification Number (ECCN) if relevant;
- The statistical commodity code and the Harmonized System codes (HS); and
- The country of origin (non-preferential origin); and upon request, declarations of preferential origin or certificates of origin, as applicable.

19.3 The Supplier shall be liable for any costs, penalties, or damages incurred by the Customer due to the Supplier's breach of Clause 19.1, unless the Supplier can demonstrate that it was not responsible for such breach.

#### **20. Reservation Clause**

The Customer shall not be obligated to fulfil this agreement if such fulfilment is hindered by any restrictions arising from national or international trade laws, customs regulations, embargoes, or sanctions, unless the Customer was or reasonably should have been aware of such restrictions at the time the agreement was entered into.

#### **21. Supplementary Provisions**

Where these General Terms and Conditions of Purchase Order do not address specific matters, the relevant statutory provisions under the laws of Malaysia shall apply.

#### **22. Supplier repress**

Before the Customer recognizes or satisfies defect claims (including reimbursement of expenses) of clients the Customer will provide the supplier with an opportunity to issue a statement. If no statement is issued within an appropriate period, the defect claims granted by the Customer will be considered owed to the client in the legal sense. In such cases, counterevidence will be incumbent upon the supplier.

#### **23. Place of Jurisdiction and Applicable Law**

23.1 If the Supplier is a merchant or incorporated entity, the courts of Malaysia shall have exclusive jurisdiction over any disputes arising from or in connection with this Purchase Order.

23.2 Malaysian substantive law shall apply to this Purchase Order, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods dated 11.04.1980.