

GENERAL TERMS AND CONDITIONS OF SALE

This General terms and conditions of sale is applicable to:

IOI Acidchem Sdn Bhd,
IOI Esterchem Sdn Bhd,
IOI Pan-Century Oleochemicals Sdn Bhd &
IOI Pan-Century Edible Oils Sdn Bhd.

Date of issued : 1st April 2019

Effective date : 1st April 2019

1. INCOTERMS

Delivery shall be in accordance with the latest edition of International Chamber of Commerce official rules for the interpretation of trade terms (INCOTERMS) in force at the time when the contract is concluded unless otherwise specifically provided for in this contract.

For contracts made on F.O.B basis or any other terms which the Buyer has to secure shipping space or arrange transportation, the Buyer shall give the Seller not less than 14 days notice of the expected time of arrival (eta) of carriage.

2. IMPORT DUTIES, TAXES AND LICENCES

All import duties, VAT and taxes current or future into country of destination (as specified in this contract) shall be the liability and responsibility of the Buyer. Import Licence and all performances necessary for the unloading and entry of the goods into the country of destination shall be fully secured, obtained and performed by the Buyer.

3. PATENT, MODEL, TRADE MARK, DESIGN OR COPYRIGHT

(a) The Seller shall not be responsible for any infringement with regard to patent, model, trade mark, design or copyright for the goods in the territory of the Buyer.

(b) Nothing herein contained shall be construed as transferring any patent, model, trade mark, design or copyright of the goods. All these rights are to be expressly reserved for the true and lawful owners hereof.

4. FORCE MAJEURE

- (a) Any obligation which the Seller has to comply with under the contract shall be suspended for as long as it is impossible for it to do so or to do so properly due to force majeure.
- (b) Under these terms and conditions, force majeure on the part of the Seller shall be deemed to cover any circumstances that are beyond its control, be they foreseen and/or unforeseen, as a result of which the Buyer can no longer reasonably require the Seller to comply for the relevant contract.
- (c) Force Majeure shall include, but not be limited to, fire, flooding, weather conditions, industrial strikes, lockout, riots, natural calamities, prohibition of export, epidemics, war (civil or otherwise), terrorism, government measures, the absence (temporary or otherwise) of a licence, trade embargo's, labour unrest, power failures/breakdowns, hostilities or blockade preventing shipment.
- (d) In the event that compliance is suspended for longer than two months or as soon as it is certain that this will be the case for at least two months, either party may request by means of a registered letter that this contract concerned either be amended in accordance with the circumstances or that the relevant part of it be cancelled with immediate effect. The Buyer shall in this event not be entitled to any compensation.

5. DEFAULT/BANKRUPTCY

Upon occurrence of the following events:

- (a) if the Buyer fails to make payment of any sum due under this contract within a stipulated time given for payment;
- (b) if the Buyer defaults in its obligations under this contract;
- (c) commencement of any winding up/bankruptcy or distress/execution proceedings against the Buyer or its assets or if the Buyer enters into any scheme or arrangements with its creditors to restructure its debt;

the Seller shall be entitled, without prejudice to any right of the Seller or any remedies available to the Seller, by written notice to the Buyer terminate this contract and cease to observe or perform any terms or conditions of this contract on its part to be observed or performed and/or suspend delivery of the goods to the Buyer without liability to the Buyer.

Notwithstanding the above, if the goods have been delivered to the Buyer but not paid for the price, the payment shall become immediately due and payable by the Buyer notwithstanding any previous agreement or arrangement to the contrary. The Buyer shall settle all outstanding payment (including any storage/port charges/legal fees or any other charges incurred) to the Seller within seven (7) days from the date of issue of the said notice.

6. PAYMENT

Interest will be charged at 12% per annum for all delayed payments

7. CLAIMS

In the event of any claim for whatever reason, the Buyer shall inform the Seller in writing within 14 days of the arrival of the goods at the port of destination. The Seller shall not be bound by this contract to entertain any claim if the Buyer fails to give the Seller written notice within the stipulated time. In any event, the Seller's liability shall be limited to an amount not exceeding the contracted price.

8. NO WAIVER

Any failure by the Seller to give written notice of any default by the Buyer in performing any provision of this contract or any delay by the Seller in enforcing any of his rights herein or in accordance with the Laws of Malaysia shall not be deemed to constitute a waiver of any default of the Buyer.

9. NO ASSIGNMENT

Neither the Buyer nor the Seller shall transfer or assign the whole or any part of this contract without prior mutual consent in writing.

10. APPLICABLE LAW AND ARBITRATION

This contract shall be deemed to have been made in Malaysia and the construction, validity and performance thereof shall be governed in all respects by the Laws of Malaysia.

All claims, disputes, controversies or differences which may arise between the parties hereto, out of or in relation to or in connection with this contract, or for the breach thereof, shall be settled by agreement of both parties as promptly as possible. Failing amicable settlement, arbitration shall be in Malaysia in accordance with the relevant Laws of Malaysia which shall be final and binding upon both parties.