

CONDITIONS OF SALE

GENERAL

1. These conditions shall apply for the supply and purchase of the Company's Products pursuant to the Order Confirmation attached hereto.

Seller and Buyer represent, warrant, and covenant that they shall fulfill all duties associated with these terms and conditions in compliance with all applicable laws. This includes, but is not limited to, anti-corruption regulations such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, as well as applicable international trade laws, including economic sanctions, embargoes, export controls, and anti-boycott regulations.

ORDER CONFIRMATION

2. Subject to the conditions herein, the products supplied by the Company is as per the Order Confirmation attached hereto.

ACCEPTANCE OF ORDERS

3. The Order Confirmation and the confirmation of the conditions of sale signed by the parties herein, shall be a valid and binding contract and cannot be cancelled by either party except otherwise mutually agreed in writing.

DELIVERY

4. Except when otherwise expressly agreed by the Company in writing, delivery times are approximate and are based on conditions and circumstances known to the Company at the date of the order confirmation. The Company shall not be liable in the event the approximate delivery times are not complied for any reason(s) whatsoever.

WARRANTY

5. The Company warrants that the Products manufactured are of merchantable quality and manufactured in accordance with the custom and practice commonly used in the industry. Unless expressly agreed otherwise in writing, the Company does not warrant the Products or any part(s) thereof to be fit and/or suitable for purchaser's intended use or for any particular purpose. There is no guarantee as to the life span of the Products supplied by the Company.
6. Capacities, weights, dimension, colours, silk-screen and material thickness of the goods – whenever applicable – and as per the Order Confirmation are approximates only which are subject to the raw material supplied to the Company and tolerances due to manufacturing processes.
7. The Purchaser shall check the Products immediately upon delivery. Products claimed by the Purchaser to be defective must be notified in writing to the Company and returned to the Company (at the Purchaser's own costs of carriage) within 7 days from the date of delivery accompanied by a full statement of the alleged defects. The Company's liability is limited to the repair, or, at the Company's absolute discretion, to the replacement of any such Product(s) that are recognized by the Company as being defective owing to faulty material and/or workmanship and to refund to the carriage on such Product(s). Any and all further liability or responsibility of the Company is hereby excluded. The Company shall not be liable for indemnification of any loss, damage or injury suffered by the purchaser and/or third parties which is directly or indirectly caused by or a result of or occurred in connection with the sale or delivery of the Products concerned, or caused directly or indirectly, by negligence of any of the Company's employees.

TERMS OF DELIVERY

8. Unless otherwise agreed, all the prices stated in the Order Confirmation are for local mainland delivery or delivery ex the Company's factory works, loaded on vehicle. Purchaser's transport instructions shall only become binding on the Company after the Company has issued a separate confirmation in writing.

In the absence of any written instructions on the requested delivery date from the Purchaser the Company shall dispatch the Products by transport methods that the Company considers most suitable without any liability on the Company's part to ensure that the freight charges of the chosen method are the lowest or that the chosen method offers the fastest delivery. In the case of delivery, free customers works, the Company shall not be liable for loss or damage to the goods while in transit unless notification in writing is given to the Company and the carriers within the following time limits:-

- Partial loss or damage in transit: within 3 days from the receipt of the goods and subject to the carrier's bill having been endorsed;
- Non-delivery of the whole consignment: within 7 days from the date shown on our invoice dispatch advice.

It is the responsibility of the Purchaser to inform the Company in writing of any regulations issued by government or other authorities that are to be complied with by the Company in connection with the supply of any Products to the Purchaser.

CONDITIONS OF SALE

9. Unless expressly agreed otherwise in writing, the Company shall not be liable for any delay in delivery. References to delivery time are indicative only. The Company reserves the right to postpone any delivery or to cancel wholly or partially the unfulfilled part of any Order Confirmation in the event the Purchaser fails to fulfill any part of its obligations under the contract (without prejudice to the Company's right of claims or remedies under the law), OR in the event of force majeure OR due to inability of the Company's suppliers to fulfill the Company's supply requirements for any reason(s) whatsoever.

PAYMENT

10. The prices are net and no deduction(s) are allowed unless otherwise agreed to in writing by the Company. Payment shall be made by the Purchaser in accordance to the Order Confirmation.
11. The Purchaser shall be in default in the event of the expiration of the term of payment, as well as in the event of bankruptcy, moratorium of payments or winding up. As soon as the Purchaser is in default in respect of any obligation towards the Company whatsoever, any and all sums owing to the Company – regardless of their origin – will become immediately due and payable.
12. The purchaser is liable to pay interest at the rate of 1.5% per month on all outstanding sums due to the Company until receipt of payment by the Company.

RESERVATION OF PROPERTY

13. The risk in the Products supplied by the Company shall pass to the purchaser upon delivery thereof at the times and in the manner as provided herein.

MISCELLANEOUS

14. All copyright, design copyright and other industrial property rights subsisting in the Company's products shall remain the property of the Company and/or any of its parent, sister or subsidiary companies, and the goods shall not be copied or otherwise reproduced without the prior written consent of the Company.
15. The Order Confirmation and the conditions herein shall be construed under and governed by Malaysian Law. The purchaser submits to the jurisdiction of the Malaysian courts in the event of any dispute.
16. Sales and Services Tax ("SST") which came into effect on 1 Sept 2018 shall apply in accordance to the legislation.

DISPOSITION OF DRUMS

17. Disposition according to the country's latest applicable law and regulations.