

GENERAL TERMS AND CONDITIONS OF PURCHASE OF WUERTH INDUSTRIAL SERVICES MALAYSIA SDN. BHD. ("WIS")

I. Scope of validity

(1) These General Terms and Conditions of Purchase (hereinafter referred to as the "Terms and Conditions of Purchase") apply to all suppliers of WIS (hereinafter referred to as the "Supplier") with regard to the supply of movable items (hereinafter referred to as "Goods" or "Product(s)") and/or the provision of services, irrespective of whether the Supplier performs the service itself or purchases it from vendors.

(2) The Terms and Conditions of Purchase also apply, as amended, as a framework agreement for future agreements on the sale and/or the supply of movable items and/or the provision of services with the same Supplier, without WIS having to refer to them again in each individual case; the current valid version of the Terms and Conditions of Purchase can be accessed at www.wuerth-industry.my

(3) These Terms and Conditions of Purchase apply exclusively. Any deviating or supplementary general terms and conditions of business of the Supplier, or general terms and conditions of business of the Supplier that run contrary to these Terms and Conditions of Purchase, shall only become part of the agreement if and to the extent that WIS has explicitly consented to their validity. The need for WIS' consent shall apply in all cases, for example even if, being aware of the Supplier's general terms and conditions of business, WIS accepts the Supplier's deliveries subject to no reservations.

(4) Any individual agreements reached with the Supplier on a case-by-case basis (including collateral agreements, supplements and amendments) shall take precedence over these Terms and Conditions of Purchase. With regard to the content of such agreements, however, a written agreement/written confirmation issued by WIS shall be decisive.

(5) Any declarations and notifications that are of legal significance and that the Supplier has to submit to WIS following the conclusion of the agreement (e.g. the setting of deadlines, reminders, declarations of withdrawal) must be made in writing in order to be valid.

(6) Any references to the validity of statutory provisions shall only serve as clarification. Even without such clarification, the statutory provisions shall apply unless they have been directly

amended or explicitly excluded in these Terms and Conditions of Purchase.

II. Contract negotiation

(1) Quotes, drafts, samples and specimens of the Supplier shall be free of charge for WIS. These must be taken back by the Supplier without delay and at the Supplier's own expense at the request of WIS.

(2) Unless otherwise agreed by WIS, offers are binding for the supplier and shall remain valid for a minimum period of twelve (12) weeks commencing on the date of the offer.

(3) Remuneration shall not be granted for visits or for the preparation of quotes, projects, etc. unless such remuneration has been explicitly agreed or there is a statutory entitlement to it.

(4) When submitting an offer, the supplier is subject to a special inspection and due diligence obligations, in particular with regard to references vendor material numbers. WIS accepts information regarding specifications provided the supplier (vendor's material numbers) without further review.

(5) Offers from the supplier must always be submitted on the basis of specifications provided by WIS and require a feasibility study to have been prepared by the supplier. In the event such study finds that the product cannot be produced in accordance with the specifications provided by WIS, a product that varies from such specifications may be offered as an absolute exception. Upon submission, an alternative offer must be explicitly and clearly marked as such on the offer. The note "Alternative Offer" is mandatory. As part of the offer, features that deviate from the specifications provided by WIS must be clearly highlighted and the basis of the offer must be presented in the form of a target/actual comparison.

(6) The supplier is required to inform WIS immediately in writing of any obvious errors (e.g. typing and computational errors), incomplete tenders, missing tender documents and inconsistent tender documents (e.g. discrepancies between WIS tender specifications and the vendor's material numbers indicated in the tender documents) so that they may be corrected or supplemented as applicable.

(7) Should the supplier violate its statutory obligations or the obligations set out above during the contract negotiation phase, it will be liable for any damages resulting therefrom.

III. Conclusion of the agreement

(1) Orders placed by WIS shall be deemed binding at the earliest when they are submitted. The submission is in writing or electronically. Deliveries for which no orders were placed shall not be recognized. Failure on the part of WIS to respond to quotes, requests or other declarations made by the Supplier shall only be deemed to consent if this has been explicitly agreed in writing.

(2) The Supplier shall notify WIS of any evident errors (e.g. clerical and calculation errors), incomplete orders or missing order documents as well as contradictory orders immediately in writing so that WIS can correct/complete the order.

(3) If the Supplier does not object to an order within 5 (five) working days of receiving it, then the Agreement shall be concluded in accordance to the WIS order. Objections are permissible only if the Supplier cannot be reasonably expected to accept the order. Any deviation from the order shall constitute an objection. Order confirmations only serve as a declaratory statement that the Supplier has received the order. If WIS can prove that it sent off a declaration, then the Supplier shall be deemed to have received this declaration.

(4) Order confirmations have to be sent by e-mail to the designated staff of WIS as PDF file.

IV. Delivery period and default on delivery

(1) The delivery period stated by WIS in the order is binding. If the Supplier can foresee that it will be unable to adhere to the agreed delivery periods, it must inform WIS in writing without delay stating the reasons and the likely duration of the delay. Before the agreed delivery deadline, partial deliveries or other deliveries may only be made with the prior written consent of WIS.

(2) If the Supplier fails to perform its services either at all, or by the agreed delivery deadline, or if the Supplier defaults, then the rights of WIS - in particular to rescission and damages - shall be based on the statutory provisions. The provisions set out under subsection 3 shall remain unaffected.

(3) If the Supplier is in default, then WIS can demand a lump-sum processing fee of MYR 500 for each customer backlog and for each item that is in default per day. Within this context, the Supplier waives the defense of treating consecutive violations of this provision as one violation for the purpose of this provision. WIS is entitled to levy the processing fee in addition to performance and as the minimum amount of damages owed by the Supplier based on the statutory provisions; the right to assert claims to further

damage shall remain unaffected. If WIS accepts the delayed performance, then WIS shall assert its claim to the processing fee along with the final payment at the latest.

(4) The Supplier can only plead that WIS failed to submit documents that it was responsible for submitting if the Supplier issued a written reminder in respect of these documents and did not receive them within a reasonable period.

(5) WIS can exclude its delivery claim if the Supplier has paid damages in full in lieu of delivery at the request of WIS. The acceptance of the delayed delivery shall not be deemed tantamount to a waiver of claims for damages or the processing fee.

(6) Force majeure shall release the Parties from their performance obligations for the duration of the disruption and to the extent of its impact. The Parties are obliged, to the extent that can be deemed reasonable, to make the necessary information available without delay and to adjust their obligations to reflect the new circumstances in good faith. WIS is released, either in full or in part, from its obligation to accept the delivery/service ordered and is entitled to withdraw from the agreement within this context if the delivery/service is no longer of any use to WIS due to the delay caused by force majeure - taking financial aspects into account.

(7) If the Goods/Products are delivered prior to the agreed date, WIS shall reserve the right to return them at the Supplier's expense. If the delivery is not returned although it was received prior to schedule, it shall be stored at WIS until the agreed date of delivery at the expense and risk of the Supplier. In the event of early delivery, WIS reserves the right not to make payment until the agreed due date.

V. Delivery, transfer of risk, default in acceptance, packaging

(1) Notification shall be based on the transportation and packaging regulations of Wuerth Group ("Transportation and Packaging Regulations" as amended. The current valid version is available at www.wuerth-industry.my. All costs that arise up until the time of handover to the forwarding agent, including loading and carriage, shall be borne by the Supplier.

(2) Unless otherwise agreed in individual cases, all deliveries shall be made free of charge (DDP named place of destination according to Incoterms 2010) to the destination named in the order.

(3) All arise up until the time of handover to the forwarding agent, including loading and carriage, shall be borne by the Supplier.

(4) Delivery shall be based on the Transportation and Packaging Regulations, as amended. The current valid version is available at www.wuerth-industry.my

(5) If the Supplier or its vicarious agent culpably breaches requirements set out in the Transportation and Packaging Regulations then WIS is entitled to demand a lump-sum processing fee of MYR 500 per delivery. Within this context, the Supplier waives the defense of treating consecutive violations of this provision as one violation for the purpose of this provision. What is more, WIS is entitled to invoice the Supplier for the costs associated with reworking and other expenses that it can prove were incurred due to the failure to comply with the Transportation and Packaging Regulations; the right to assert claims for further damage shall remain unaffected.

(6) The Supplier is responsible for ensuring appropriate packaging that ensures safe transportation. Damage caused during transportation that insurers do not recognize due to insufficient packaging shall be charged to the Supplier.

(7) The risk of accidental loss or deterioration of the Goods shall pass to WIS at the time of handover at the place of performance. If official acceptance has been agreed, then this shall determine the transfer of risk.

(8) The statutory provisions shall apply regarding when WIS is in default with regard to acceptance of the Goods. The Supplier must, however, explicitly offer WIS its services even if a calendar date that has been, or can be, specified has been agreed for an action or form of cooperation. If WIS defaults with regard to acceptance of the Goods, the Supplier is entitled to demand compensation for its additional expenses in accordance with the statutory provisions.

(9) WIS shall only assume the quantities or number of items ordered. The delivery of smaller quantities is not permitted. The delivery of quantities exceeding those ordered by up to 5% is permitted provided that WIS pays for the quantities and items ordered only. All deliveries exceeding this amount are only permitted subject to a prior agreement reached with WIS. If the quantity delivered exceeds the quantity ordered by more than 5% WIS shall reserve the right to return the Goods at the Supplier's expense. Excess deliveries shall only be accepted in quantities that correspond to set packaging units. Excess deliveries that do not

correspond to set packaging units can be scrapped at the Supplier's expense.

VI. Information obligations, subcontractors

(1) The Supplier shall provide WIS with timely written notification of any changes in manufacturing processes, changes in materials or supplied parts used in Products or services, the relocation of production locations, as well as before making any changes to procedures or installations used to test components or other quality assurance measures. WIS is entitled to perform checks to the extent that is necessary in order to see whether the changes could have a detrimental impact on the Product. The Supplier shall make the necessary documents required in this respect available on request and allow audits to be conducted to the extent necessary.

(2) WIS must be informed in writing of the use of any subcontractors, freelancers' employees, sub-suppliers and other third parties (hereinafter referred to as "Agents") who are not employees of the Supplier in connection with the services owed vis-à-vis WIS. In its relationship with the Agents, the Supplier shall take contractual measures to ensure that all services are performed in full and in a due and proper manner, that the due performance can be checked comprehensively by way of corresponding documentation and regular audits conducted by WIS, and that the obligations under the contractual relationship with WIS also apply in the relationship with the Agents.

(3) Agents shall be deemed vicarious agents of the Supplier. Any failures, delays, disruptions, poor performance or other faults affecting the deliveries and services of the Agents, regardless of what these failures are attributable to, shall not release the Supplier from its performance obligation under the agreement concluded with WIS.

(4) If the Supplier or an Agent has to perform services on the plant premises of WIS, then the Supplier shall ensure that the external company agreement presented by WIS before the performance of the services is signed and that both this external company agreement and the other provisions of the company rules and regulations are adhered to in full by the individuals concerned.

VII. Prices, invoices, payment terms, set-off and retention

(1) The price stated in the order is binding and shall be inclusive of all ancillary costs such as costs associated with packaging, surcharges for small quantities and other (flat-rate)

processing fees, customs duties, insurance, freight and any tax borne on the purchaser under applicable laws insurance, freight and any tax borne on the purchaser under applicable laws

(2) Delivery notes, waybills, invoices and all correspondence must include the WIS order no. invoices should preferably be issued as invoices for individual items in pdf format, specifying the invoice number, order number, WIS article number, quantity price and other classification characteristics, and are to be sent by e-mail to the designated staff of WIS.

(3) In cases involving deliveries from territories outside of the Malaysia customs area, the goods delivery shall include a copy of the invoice/a pro forma invoice.

(4) If a Product delivered by the Supplier is subject to the reverse charge procedure, then the Supplier shall inform WIS accordingly in the form of a separate invoice and shall mark corresponding invoices with a suitable reference to the reverse charge procedure.

(5) Payments shall be made in line with the individually agreed payment conditions. In cases involving bank transfers, payment shall be deemed to have been made on time if the transfer instruction is received by WIS' bank from WIS before the expiry of the payment deadline. WIS is not responsible for delays caused by the banks involved in the payment process. Payment is subject to an invoice check.

(6) WIS shall not owe any overdue payment interest. The statutory provisions shall apply regarding when WIS is in default on payment. In any event, however, the Supplier must issue a written reminder.

(7) WIS shall have rights of set-off and retention, as well as the right to object to contractual non-performance, to the extent set out by law. In particular, WIS is entitled to retain due payments for as long as WIS still has claims vis-à-vis the Supplier resulting from incomplete or defective deliveries.

(8) The Supplier shall only have a right of set-off or retention on the basis of counter-claims that have been determined in a non-appealable judgment or are undisputed.

VIII. Reservation of title and provision of materials

(1) The transfer of the ownership shall take place at the time the Goods are handed over to WIS subject to no conditions and irrespective of the payment of the price. If, however, WIS accepts an offer made by the Supplier for the transfer of ownership, subject

to the condition that the purchase price is paid, then the reservation of title of the Supplier shall lapse, at the latest, when the purchase price for the Goods delivered is paid. The extended or prolonged reservation of title on the part of the Supplier is excluded.

(2) The processing, mixing or combination by the Supplier of WIS objects that are made available shall be performed for WIS. It is agreed that WIS shall become the co-owner of any Products manufactured using objects that it has made available, in line with the ratio of the value of the objects made available to the value of the overall product; these Products shall be deemed held in custody by the Supplier for WIS up until the time of the handover.

IX. Confidentiality, documents and reference

(1) All business or technical information made available by WIS shall be treated as confidential vis-à-vis third parties for as long and insofar as it cannot be proved to be public knowledge and must only be made available to those individuals within the Supplier's own company who require the information for the purpose of the deliveries to be made to WIS and who have also been subjected to confidentiality requirements.

(2) WIS shall reserve the property rights and copyrights to all documents and aids made available to the Supplier for the execution of an order placed by WIS, in particular drawings, graphics, drafts, calculations, descriptions, plans, models, samples, technical specifications, data media, other written documents, tools, parts and materials. Such documents and aids are to be used exclusively for the contractual services and, once the agreement has been completed, shall be returned to WIS in full (including any copies or records made). Products manufactured based on documents or aids provided by WIS must not be either used by the Supplier itself, or offered or delivered to third parties.

(3) Any technical documents, records, drawings, diagrams, charts, graphics, photographs, layout templates or other documentation produced by the Supplier in connection with the execution of the order - be it on data media, in printed form or as material for the purposes of printing (preparation) - as well as all templates, tools, materials and other operating resources, shall become the property of WIS at the time they are made available. What is more, WIS shall be granted all property, use and exploitation rights in respect of all of the abovementioned copyrightable work to the extent that is permissible by law. No separate remuneration shall be owed by WIS for the transfer of the rights referred to above; it is included in full in the prices specified in the orders.

(4) Without prior explicit written consent, the Supplier is prohibited from naming WIS or the business relationship between the Supplier and WIS as a reference in any form whatsoever.

X. Defective deliveries

(1) Unless otherwise provided below, the rights of WIS in the event of quality defects and defects of title relating to the Goods and in the event of other breaches of duty by the Supplier are subject to the statutory provisions.

(2) In accordance with statutory provisions, the Supplier's liability shall include, in particular, the assurance that the goods have the agreed characteristics upon the passage of risk to WIS. The term "agreement on characteristics" shall, in any event, be taken to mean those product descriptions that form part of the agreement in question - in particular because they are specified or referred to WIS' order - or are incorporated into the agreement in the same way as these Terms and Conditions of Purchase. The question as to whether the product description originates from WIS or from the Supplier shall be irrelevant in this regard.

(3) WIS shall be entitled to assert claims for defects without limitation even if WIS did not become aware of the defect upon conclusion of the agreement due to gross negligence.

(4) WIS' duty to inspect the Goods shall be limited to defects that become apparent as part of a visual check performed during the incoming goods control process, include the delivery documents (e.g. damage caused during transportation, delivery of the wrong Goods or the wrong quantities). If official acceptance has been agreed, then there shall be no duty to inspect the Goods. The question as to how feasible an inspection is, taking into account the circumstances of the individual case, in the ordinary course of business shall also be decisive.

(5) The right to object to defects that are discovered at a later date shall remain unaffected. In any event, objections raised by WIS (notification of defects) shall be deemed to have been raised without delay and in a timely manner if they are received by the Supplier within 10 calendar days of WIS recognizing the defect.

(6) The costs incurred by the Supplier in order to check and improve the Goods (including any dismantling and installation costs) shall be borne by the Supplier even if it turns out that the Goods were not, in fact, defective. WIS' liability to provide compensation for damages caused by unjustified requests for the repair of defects remains unaffected. However, WIS shall only be liable in the event that it recognized or, acting with gross

negligence, failed to recognize that the goods in question were not defective.

(7) If the Supplier does not fulfill its obligation to provide a remedy (either by rectifying the defect or by delivery of a non-defective product, as chosen by WIS) within a reasonable period determined by WIS, then the latter is entitled to rectify the defect itself and claim compensation for the required expenses or corresponding advance payments from the Supplier. If the Supplier's subsequent performance has failed or cannot be reasonably expected of WIS (e.g. due to particular urgency, risks to operational safety or the imminent risk of disproportionate damage), then no deadline needs to be set; WIS shall inform the Supplier of such circumstances without delay, and in advance where possible.

(8) If the Supplier fulfills its obligation to provide a remedy by delivering a replacement product, the limitation period shall start anew for the Goods delivered as a replacement from the time of their delivery, unless, at the time of providing the remedy, the Supplier explicitly and correctly stated that it was only delivering a replacement product as a goodwill gesture, to avoid disputes or in the interests of continuing the supply relationship.

(9) In the event of material defects or defects of title, WIS is also entitled to reduce the purchase price or withdraw from the agreement based on the statutory provisions. WIS shall also be entitled to damages and the reimbursement of expenses in line with the statutory provisions.

(10) In the event that WIS identifies a defect affecting a Product supplied by the Supplier, or a defect is identified at a later point in time on the basis of a justified customer complaint, and WIS has to recall and/or block the Product as a result, then WIS shall be entitled to charge the Supplier a lump-sum processing fee of MYR 500. The lump-sum processing fee shall not be offset against any claims for damages. WIS is entitled to collect defective items, in particular mass-produced items, and send them to the Supplier in larger entities. For each return shipment of defective Products, WIS is entitled to charge the Supplier the standard market freight costs, plus a lump-sum processing fee corresponding to no more than MYR 500. Within this context, the Supplier waives the defense of treating consecutive violations of this provision as one violation for the purpose of this provision. The Supplier is also obliged, in such cases, to reimburse WIS for the costs of any required reworking and other expenses.

(11) Any products marked with the Wuerth brand which have been legitimately returned or not accepted by WIS must be destroyed by the Supplier and may not be sold on to third parties.

Each violation of this provision shall be subject to a contractual penalty amounting to twice the value of the Goods, but no less than MYR 50,000 (fifty thousand). The defense of treating consecutive violations of this provision as one violation for the purpose of this provision is hereby excluded.

XI. Supplier recourse

(1) WIS is entitled to assert the recourse claims provided for by law within a supply chain in addition to the claims for defects subject to no limitations. WIS' right of recourse includes, but is not limited to, demanding exactly the same remedy (repairs or replacement deliveries) from the Supplier that WIS has to provide to its customer in the case in question. The above provision does not in any way limit WIS' statutory right to choose an appropriate remedy.

(2) Before WIS recognizes or settles a claim for defects made by its customer (including the reimbursement of expenses, WIS shall notify the Supplier, provide a brief description of the matter and request a written statement from the Supplier. If the statement is not issued within a reasonable period and if no amicable solution can be reached, then the claim based on defects actually granted by WIS shall be deemed owed to its customer; in such cases, the Supplier shall have the burden of furnishing proof to the contrary.

(3) The claims of WIS pursuant to subsection 1 above shall also apply if the Goods have already been processed or treated further by WIS or a customer of WIS, e.g. through installation, before being sold on to a consumer.

XII. Product liability and compulsory insurance

(1) The Supplier shall indemnify WIS against any product liability claims asserted against WIS to the extent that the damage incurred is the result of a defect affecting the Goods delivered by the Supplier. In cases involving liability resulting from fault or negligence, however, this shall only apply if the Supplier is at fault. If the reason for the damage lies in the sphere of responsibility of the Supplier, the latter must prove that it was not at fault.

(2) Within the framework of its indemnification provision, the Supplier shall bear all costs and expenses incurred by WIS in connection with claims asserted by third parties, including any recall measures taken by WIS. WIS shall notify the Supplier in advance of any recall measures, provide the Supplier with sufficient opportunity to cooperate and coordinate the efficient execution of the recall with the Supplier. This is not necessary if the

notification and involvement of the Supplier is impossible because of the urgency of a recall.

(3) Furthermore, the Supplier shall also be liable for any damage incurred by WIS as a result of reasonable precautions to limit any claims under non-contractual liability which fall under the responsibility of the Supplier (e.g. public advertisements).

(4) Within the framework of its indemnification provision, the Supplier shall bear all costs and expenses incurred by WIS in connection with claims asserted by third parties, including any recall measures taken by WIS. WIS shall notify the Supplier in advance of any recall measures, provide the Supplier with sufficient opportunity to cooperate and coordinate the efficient execution of the recall with the Supplier. This is not necessary if the notification and involvement of the Supplier is impossible because of the urgency of a recall.

(5) Furthermore, the Supplier shall also be liable for any damage incurred by WIS as a result of reasonable precautions to limit any claims under non-contractual liability which fall under the responsibility of the Supplier (e.g. public advertisements).

XIII Intellectual Property Rights

(1) WIS shall remain the sole proprietor of the intellectual property rights or know-how which it has contributed in the course of the joint development, as well as of any other specific know-how of WIS on which Supplier has. WIS shall remain the sole proprietor of the intellectual property rights or know-how which it has contributed in the course of the joint development, as well as of any other specific know-how of WIS on which Supplier has been informed. Supplier undertakes to use the know-how in connection with the results of the Product to be supplied and not to use this for any other purpose, unless otherwise agreed explicitly in writing between WIS and Supplier on a case to case basis.

(2) The goods provided by Supplier shall not infringe any Intellectual Property Right of any third party, either on its own or in combination with any reasonably foreseeable goods, services, and/or software. If any product provided by Supplier becomes, or is reasonably likely to become, the subject of a Claim that such item infringes or constitutes a misappropriation or unlawful use or disclosure of any Intellectual Property Right of any third party, Supplier will, at its expense and in addition to indemnifying WIS and its indemnitees, (a) promptly secure the right for WIS to continue to use such product (or affected part thereof), or (b) replace such product (or affected part) with a modified or substituted product (or part) that does not violate any third party's Intellectual Property Rights and that is qualitatively and functionally

at least the equivalent of the affected good (or part thereof), or (c) if neither (a) nor (b) can be accomplished by Supplier with respect to a good with commercially reasonable efforts, Supplier will give written notice to WIS and WIS may, in its sole discretion, return the good (or affected part) and receive a refund of the aggregate payments made by WIS therefor, including amounts paid for any services performed in relation thereto.

(3) In addition to all applicable implied license rights, Supplier grants to WIS and its affiliates (and any subsequent purchaser) a non-exclusive, perpetual, fully paid-up, royalty-free, worldwide, transferable license to any and all Intellectual Property Rights owned or controlled by Supplier (or any Seller Personnel) which may be required for WIS and/or its affiliates to enjoy full beneficial use of the products in their business operations.

XIV. Export control and customs

(1) The Supplier is obliged to inform WIS in writing of any authorization obligations relating to its Goods based on the current valid Malaysian, German, European (EU), United State (US) export, customs and foreign trade legislation, as well as based on the export, customs and foreign trade legislation of the country of origin of its Goods, as soon as possible before the delivery date. Within this context, the Supplier has to provide the following information and data:

- the export list number pursuant to Appendix (AL) to the German Foreign Trade and Payments Regulation (AWV) or corresponding list positions of applicable export lists;
- the "Export Control Classification Number (ECCN)" pursuant to the "U.S. Commerce Control List" (CCL), insofar as the Goods are subject to the "U.S. Export Administration Regulations" (EAR);

the statistical goods number (HS/CN code);

- the country of origin (trade policy/non-preferential origin), codes for indicating origin: T = third country/E = EU/F = EFTA;
- (long-term) suppliers' declarations on preferential origin (for EU Suppliers) or certificates relating to preferences (for non-EU Suppliers);
- all other information and data that WIS requires for export and import and, in the event of further sale, for the re-export of the Goods.

The Supplier is obliged to inform WIS in writing without delay of any changes to the abovementioned information and data.

(2) If the Supplier breaches its obligations pursuant to subsection 1, it shall bear all expenses and damages and other disadvantages (e.g. subsequent claims for foreign import duties, administrative fines) incurred by WIS as a result. This shall not apply if the Supplier is not responsible for the breach of duty.

XV. Code of Conduct and compliance

(1) The Supplier undertakes to adhere to Wuerth Code of Compliance. The Code of Conduct can be accessed at www.wuerth-industry.my and forms an integral part of the contractual relationship.

(2) The Supplier is obliged to adhere to the recognized technical standards (in particular German industry (DIN) norms, regulations of the German Institute of Electrical Engineers (VDE), guidelines of the Association of German Engineers (VDI), DVGW (German gas and water association) rules and regulations) and the statutory provisions governing product safety (in particular the German Product Safety Act, the internationally valid minimum labor law standards, in particular all conventions of the International Labour

Organization ("ILO") with regard to employee rights, working hours and occupational health and safety, as well as all valid statutory and official provisions.

(3) If hazardous substances within the meaning of the German Ordinance on Hazardous Substances or Products whose use does not rule out the release of such substances, are delivered, then the Supplier shall make the data required to prepare the safety data sheet available to WIS or the service provider commissioned by WIS without having to be asked to do so.

(4) If the Products that the Supplier delivers to WIS are "construction products" within the meaning of Regulation (EU) No 305/2011 (the "Construction Products Regulation"), then the Supplier is obliged to make all of the information required to prepare the declaration of performance/the declarations of performance prepared by the Supplier available to WIS without delay and in a suitable permanent form, and to add the CE marking to these Products/arrange for the CE marking to be added to these Products in line with the valid legal provisions, in particular the Construction Products Regulation and Art. 30 of

Regulation (EC) No 765/2008. By adding the CE marking, the Supplier guarantees that the construction product complies with the performance declared by it and with all valid legal provisions in connection with the affixation of the CE marking.

In the event that the Supplier breaches one of the obligations set out above, then the Supplier shall indemnify WIS, the companies affiliated with WIS and their customers from all costs, third-party claims (in particular from direct or indirect claims for damages) and other disadvantages (e.g. administrative fines) resulting from the breach of the provision set out above. This shall not apply if the Supplier is not responsible for this breach of duty. Furthermore, WIS shall be entitled to cancel the corresponding order without delay at any time and refuse to accept the corresponding delivery without any costs being incurred by WIS in this regard. Any claims for damages shall remain unaffected. Cancellation or refused acceptance shall not constitute a waiver of any claims for damages.

XVI. Language

(1) Communication shall take place in English - in the absence of any agreements to the contrary. All documents, e.g. testimonials, certificates, drawings and initial sample test reports shall be made available in English by the Supplier upon request at the latest.

XVII. Choice of law and place of jurisdiction

(1) The law of Malaysia shall apply to these Terms and Conditions of Purchase and all legal relationships between WIS and the Supplier, to the exclusion of uniform international law, in particular the UN Convention on the International Sale of Goods (CISG). The requirements for, and the impact of, the reservation of title shall be subject to the law that applies in the location where the Goods are located insofar as the choice of law in favor of Malaysia law is inadmissible or ineffective under the provisions of national law.

(2) Unless otherwise agreed, in case of any dispute arising out of these terms and conditions of purchase, either Party may submit the dispute to the court with jurisdiction over where WIS is domiciled.