



GENERAL TERMS & CONDITIONS OF SALES

Applicable Terms

The terms and conditions set out hereunder shall apply to all sales contracted by Jungheinrich Lift Truck Malaysia Sdn Bhd ("Seller") and a person whose order for goods is accepted by the Seller ("Buyer") whether or not expressly referred to in other documents of sales, purchase invoices or delivery notes issued by Seller or Buyer. Buyer's terms of purchase shall be applicable only to the extent that they have been expressly accepted by Seller in writing. The unconditional delivery of goods or acceptance of payments shall not constitute acceptance by Seller of any terms deviating from these Terms of Sale.

Binding Contract

Seller's offers shall be subject to Seller's written order confirmation which, together with these Terms of Sale, shall constitute the binding contract of sales between Seller Buyer. In transactions where written order confirmations are neither customary nor requested by Buyer, Seller's invoice, together with these Terms of Sale, shall be considered the binding contract of sale between Seller any Buyer. (For the purposes hereunder, the Seller's written order confirmation, together with these Terms of Sale, and the Seller's invoice, together with these Terms of Sale, shall be known as the "Contract")

Changes to goods

The Seller reserves the right to make any changes in the specification of the goods to be delivered by the Seller which are required to conform with any applicable statutory requirements or which do not materially affect their quality or performance.

Price Revision

Prices quoted or contracted by Seller with the Buyer may be revised by Seller to cover unforeseen increase in Seller's cost which are due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of custom or other duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the goods requested by the Buyer or any delay caused by any instructions of the Buyer or the failure of the Buyer to give the Seller adequate information or instructions. If Seller desires to revise prices accordingly but is restricted to any extent against so doing by reason of any government law, regulation, order or action, or if the cost basis of prices quoted or contracted as fixed prices is altered by reason of any governmental law, regulation, order or action, Seller shall have the right to rescind the Contract by written notice to Buyer if the parties cannot agree forthwith on a mutually acceptable solution concerning the additional cost thus incurred by the Seller.

Terms of Payment

Unless otherwise provided in the Seller's written order confirmation or in the Seller's invoice, the Buyer shall pay the price of the goods within 30 days of the date of the Seller's invoice, and the Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the goods has not passed to the Buyer. Unless otherwise provided in the Seller's written order confirmation or in the Seller's invoice, if the Buyer fails to make payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to (a) cancel the Contract or suspend any further deliveries to the Buyer; (b) appropriate any payment made by the Buyer to such of the goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and (c) charge the Buyer interest (before and after any judgment) on the amount unpaid, at the rate of 1.5% per month of the unpaid portion of the Contract price, until payment in full is made.

Property of Documents

Documents, including illustrations, drawings, cost estimates and printed literature as well as data sheets stating weight, dimensions, performance and energy requirement, submitted by Seller to Buyer shall not be deemed to be binding specifications unless expressly so stated in a binding offer or written order confirmation submitted by the Seller or the Seller's invoice. Seller shall retain title to and copyright of all such documents irrespective of the form or cover under which they were submitted to Buyer and Buyer shall not pass on such documents or any proprietary information received from Seller to third parties either in writing or verbally, without the prior written consent of Seller.

Delivery Periods / Delivery Dates

Confirmed delivery periods shall apply only from the date that all details of the order have been clarified and confirmed, including clarification and confirmation of all technical details and other documents required by Seller to execute the order and are subject to Buyer's compliance with the payment terms as stipulated in the Contract. The Seller shall be allowed to make partial delivery or early delivery upon giving reasonable notice to the Buyer. Shall delivery of the goods be prevented by reason beyond the control of Seller, the delivery periods and delivery dates shall be deemed adhered to by dates agreed upon. Buyer is notified that goods are ready for delivery. If the Buyer requests to delay delivery of the goods, fails to take delivery of the goods or fails to give the Seller adequate delivery instructions, then the Seller, without prejudice to any other right or remedy available to it, may store the goods until actual delivery and charge the Buyer for the cost of intermediate handling and storage of the goods. In case such delay of delivery of goods exceeds one month, Seller is entitled to charge Buyer interest at a rate of 1.5% per month of the unpaid portion of the Contract price. Interest shall not be charge by the Seller in cases of force majeure. Where the goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver one or more of the instalments in accordance with the Contract or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole repudiated.

Liability and Risk

Upon notification to the Buyer that the goods are available for collection, acceptance by Buyer's carrier or upon delivery to Buyer's premises, whichever comes first. Buyer assumes all risks, responsibility and liability for loss and damage to the goods resulting from the transportation, handling, storage or use of the goods supplied under the Contract. EXCEPT IN RESPECT OF DEATH OR PERSONAL INJURY CAUSED BY THE SELLER'S NEGLIGENCE, THE SELLER SHALL IN NO EVENT BE LIABLE TO THE BUYER BY REASON OF ANY REPRESENTATION, WARRANTY, CONDITION OR OTHER TERM, OR ANY DUTY AT COMMON LAW, OR UNDER THE EXPRESS TERMS OF THE CONTRACT FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES (WHETHER FOR LOSS OF PROFIT OR OTHERWISE), LOSS, COSTS, EXPENSES OR OTHER CLAIMS FOR COMPENSATION WHATSOEVER (WHETHER CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES OR AGENTS OR OTHERWISE OR RESULTING FROM DELAYED DELIVERY SHORT SHIPMENT, HANDLING, STORAGE, USE, IMPERFECTION OR OTHERWISE OF GOODS SUPPLIED WHICH ARISE OUT OF OR IN CONNECTION WITH THE SUPPLY OF THE GOODS OR THEIR USE OR RESALE BY THE BUYER. The Seller's entire liability in respect of goods supplied under the Contract shall in any case be limited to the purchase price of the goods in respect of which damages are claimed.

Force Majeure

Delivery of goods hereunder may be delayed or suspended by Seller in the event of an act of God, war, riot, fire, explosion, accident, flood sabotage, inability to obtain fuel, power, raw material, labour, containers or transportation facilities, breakage or failure of machinery or apparatus, governmental law, regulation, order or action, national defence requirements or any other event beyond the reasonable control of Seller or in the event of labour disputes, strike, lockout or injunction, any of which events prevent the manufacture or dispatch of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If due to such event Seller is unable to supply part or all of the goods contracted hereunder, Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract and shall be exempted to such extent from its obligations hereunder with respect to the particular delivery involved upon giving prompt notice of such event to Buyer, but the Contract shall otherwise remain in force.

Buyer's Credit

Seller reserves the right, among other remedies, either to terminate the Contract or to suspend further deliveries under it in the event and for such time as Buyer fails to pay for any goods when payment is due. Should Buyer's credit standing become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries of goods to be rendered as well as for goods theretofore delivered.

Reservation of Title

Notwithstanding delivery and the passing of risk in the goods, goods supplied by the Seller remain Seller's property until the purchase price in respect of such goods has been paid in full by Buyer. In case the goods have been processed by Buyer before the full purchase price has been paid, Seller's reservation of title shall extend over the entire new product from which the goods were processed. In case of processing, combining or mixing Seller's goods with goods owned by Buyer or third parties, Seller shall acquire a part title of the newly created products at a percentage corresponding to the ratio of the value of Seller's goods to that of the goods of Buyer or third parties. Until such time as the property in the goods and the newly created product passes to the Buyer, the Buyer shall hold the goods as the Seller's fiduciary agent and bailee and the Buyer shall store the goods and such newly created products in a manner to indicate that Buyer holds these goods and products as a bailee for Seller. Buyer may nevertheless sell these goods and products to a third party in the normal course of business, but shall account to Seller for the portion of proceeds lawfully belonging to Seller as an agent of Seller. Until such time as the property in the goods passes to the Buyer (and provided that the goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon the premises of the Buyer or any third party where the goods are stored and repossess the goods. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

Warranty

Seller makes no warranty, whether or merchantability, fitness or otherwise expressed or implied concerning the goods supplied other than that they shall be of the specifications stated in the Contract at the time of delivery and [will be free from defects in material and workmanship] for a period of 12 months from the date of delivery or 1000 operation hours as determined by the built-in hourmeter in the goods, whichever is earlier. Seller's warranty does not cover (a) any defect in the goods arising from normal wear and tear, willful damage, negligence, abnormal working conditions, misuse or alteration or repair of the goods without the Seller's approval; (b) any defect in the goods arising from any drawing, design or specification of the Buyer; (c) any goods the total price of which has not been paid by the due date for payment; and (d) parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller. Seller's warranty is further subject to Buyer's compliance with generally accepted practice or the Seller's instructions (whether oral or in writing) for proper handling and use of the goods. Any recommendation made by the Seller concerning the use of the goods are believed by the Seller to be reliable but Seller makes no warranty of the results to be obtained. Buyer agrees to inspect the goods supplied [or the service rendered] hereunder immediately upon delivery and to give notice in writing of any claim which is based on [any defect in material or workmanship or] failure to correspond with specifications within thirty (30) days of delivery. Failure to give notice in writing as aforesaid within the specified time constitutes an unqualified acceptance of the goods and waiver of all claims with respect thereto. Thereupon, the Buyer shall not be entitled to reject the goods and the Seller shall have no liability for and [defect in material or workmanship or] failure to correspond with specifications, and the Buyer shall be bound to pay the price as if the goods had been delivered in accordance with the Contract. In case of a substantiated valid claim concerning the goods supplied [or service rendered] hereunder, which is based on any [defect in material or workmanship or] failure to correspond with specification. Seller shall be entitled to repair or replace the rejected goods or the unserviceable part thereof or refund the Buyer the price of the goods (or a proportionate part of the price) at Seller's sole option, but in any event the Seller shall have no further liability to the Buyer. Seller's obligations under this warranty shall be CONDITIONAL on Buyer's full compliance with Buyer's obligations under the Contract, especially on full compliance with terms of payment.

Indemnity

If the goods are to be manufactured or any process is to be applied to the goods by the Seller in accordance with specification required by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.

Cancellation

Buyer may not cancel the order described herein except with the express prior written consent of the Seller. In the event of a cancellation of the Buyer, the Buyer agrees to indemnify the Seller for all work done, expenses incurred and commitments made as of the time of cancellation, except that nothing herein shall limit any other remedies available to the Seller hereunder or at law. The Seller shall be entitled to charge the Buyer a minimum cancellation charge of twenty percent (20%) of the contract price or the down payment stated in the Seller's quotation, written order confirmation or Seller's invoice, whichever is higher.

Events of Default or Insolvency of the Buyer

If any of the following events occur, the Seller shall be entitled to cancel the Contract or suspend any further deliveries of goods under the Contract without any liability to the Seller, and if the goods have been delivered but not paid for, the price shall become immediately due and payable to the Seller.

- (a) the Buyer is or could be deemed by law or a court to be insolvent or unable to pay its debts as they fall due, makes or proposes to make a general assignment, or an arrangement or composition with its creditors or a moratorium is declared in respect of or affecting all or a material part of the indebtedness of the Buyer;
- (b) a distress, attachment, execution or other legal process is levied or enforced on or against the assets of the Buyer;
- (c) any step is taken by any person with a view to the winding-up or bankruptcy of the Buyer (otherwise than for the purpose of amalgamation, reconstruction, reorganisation, merger or consolidation) or for the appointment of a liquidator, receiver or manager, judicial manager, trustee or administrator of the Buyer or over any part of the assets of the Buyer;
- (d) the Buyer ceases, or threatens to cease, to carry on all or a substantial part of its business;
- (e) any step is taken by another person with a view to the seizure, compulsory acquisition, expropriation or nationalisation of all or a material part of the assets of the Buyer;
- (f) it is or will become unlawful for the Buyer to perform or comply with any one or more of its obligations under the Contract;
- (g) any event occurs or circumstances arise which the Seller reasonably determines gives reasonable grounds for believing that the Buyer may not (or may be unable to) perform or comply with any or more of its obligations under the Contract; or
- (h) any event occurs which, under the law of any jurisdiction, has an analogous or equivalent effect to any of the events mentioned in (a), (b), (c) or (d) above.

Governing Law

The validity, interpretation and performance of the Contract shall be governed and construed in accordance with the laws of Malaysia.

Arbitration

In the event of any dispute or difference arising out of or in connection with this Supply Contract, the parties will attempt to resolve such matters by amicable negotiation and mutual consent within a period of thirty (30) days of the notification of the dispute by the claimant to the other party. Should such matter fail to be resolved by amicable settlement then the dispute or difference arising out of or in connection with this Supply Contract shall be referred to and determined by arbitration in Kuala Lumpur, Malaysia in accordance with the rules and procedure of the Regional Centre for Arbitration. The decision of the arbitration shall be final and binding upon the parties and be implemented immediately. The arbitration proceedings shall be conducted in English.

Validity of Contract

In case individual terms of the Contract should be modified, replaced or become partly or wholly invalid by mutual consent of Seller and Buyer, all other terms shall remain in force and the Contract shall be deemed amended accordingly. In case individual terms of the Contract should become partly or wholly invalid due to governmental law, regulation, order or action, Seller and Buyer shall forthwith try to find a mutually acceptable replacement for the term thus invalidated. If no mutual consent concerning such replacement can be reached, Seller shall have the option to either accept the invalidation thereof and thereby keep the remainder of the terms of the Contract in force or to terminate the Contract by written notice to the Buyer.

Jungheinrich Lift Truck Malaysia Sdn Bhd (Company Registration No: CRN: 201401024288 1100376-V)

22A, Jalan Anggerik Mokara 31/47, Kota Kemuning, Seksyen 31, 40460 Shah Alam, Selangor, Malaysia • Telephone +603 5525 9888 • Fax +603 5525 9898 • Email: info@jungheinrich.com.my •

Web: www.jungheinrich.com.my

Company Bank Account: 0028639-000 Deutsche Bank Malaysia Berhad (Kuala Lumpur Branch)