

1. Applicability of the Standard Terms.

- 1.1 These standard terms apply to all of our purchases and orders of goods and services, except for express derogations contained in our order. The mere fact that a counterparty transacts business with us (including, without limitation, by a return document signed for agreement or by the commencement of the filling of the order) implies such counterparty's acceptance of these standard terms and the waiver of its own standard terms.
- 1.2 Unless otherwise indicated by us in the order's specific conditions, these standard terms shall prevail over the counterparty's standard terms, which (regardless of the circumstances) shall not bind us (including, without limitation, in respect of any default interest or penalty clauses therein).

2. Checks and Tests.

- 2.1 Our company and any person authorized by it shall be entitled to carry out checks and tests on the products and services on the premises of the counterparty and/or its subcontractors, during normal business hours.
- 2.2 Checks and tests carried out by our Company shall not release the counterparty from its responsibility and shall not be deemed as acceptance of the products and services.

3. Amendments.

- 3.1 The counterparty shall notify us in advance in writing of all changes in raw materials or their source, formulation, manufacturing location, manufacturing methods or processes, packaging, shelf life or other changes to any goods delivered under the order which could affect their quality or performance. Such changes must be agreed upon in writing by our company.
- 3.2 Any amendment to the contract requested by our company or proposed by the counterparty shall only bind the parties if our company confirms it by an amendment to the order.

4. Deliveries.

- 4.1 Under sanction of rejection, any delivery must be accompanied by a delivery slip, numbered and dated and mentioning the precise number of our order, and the quantity and the references of the parts or products in question. Such order must be accompanied by all documents required under applicable law and regulation (including, without limitation, for purposes of custom, health, safety or fitness for use).
- 4.2 For the delivery date, the date of the end of the work or services or, in the case of services rendered at regular intervals, for the term of the contract, reference shall be made to the order's information. The counterparty shall hand over the manufacturing and delivery schedules that our company is normally entitled to request of it. If the contract provides that the products will be tested after they are delivered to us, acceptance shall only be deemed final once our company will be fully satisfied with these tests. The counterparty shall inform our company if the delivery of the product or the rendering of the service could potentially be delayed beyond the contractually stipulated date.
- 4.3 If the contractual time limits are not kept to or if other delivery procedures are not complied with, the counterparty shall be bound to pay the liquidated damages described in the specific conditions of the order and/or to repair the loss sustained.
- 4.4 In addition, any delay shall entitle us – after the expiry of a time limit that we will have notified to the counterparty – to unilaterally terminate all or part of the contract, in accordance with the provisions of Article 15 below.

5. Transfer of Ownership and Risks.

- 5.1 Ownership of the products and risks related to the products delivered are transferred pursuant to the "Incoterms" specified in the order.
- 5.2 Any reservation of title clause not expressly accepted by our company in accordance with the order's specific conditions is deemed unwritten.

6. Price - Payment.

- 6.1 If our company has not issued any amendment altering the subject of the order, the specifications, quantity or the delivery, the prices indicated in the order will be firm and final for the term of the contract.
- 6.2 Unless otherwise indicated in the order, the contractual price includes DDP delivery costs to the site mentioned in the order (as defined in the Incoterms in effect on the date of the order).
- 6.3 Unless specifically provided for in the order, invoices must only be issued after delivery or the end of the services covered by them.

7. Conformity.

- 7.1 As the counterparty delivers its supplies and/or renders its services under its sole and complete responsibility, it warrants our company that the products and services must conform to the contractual requirements and be suitable for their intended use. They must satisfy the customary quality criteria, as well as standards in effect (including, without limitation, regulations on custom, health, safety or fitness for use).
- 7.2 Counterparty represents warrants and covenants that in performing its obligation under the order, counterparty will comply with all applicable laws,

rules, regulations and ordinances. All goods must be clearly labeled and marked by counterparty to comply with applicable laws and regulations.

- 7.3 Without limitation to the generality of Article 7.2 above, the counterparty and its personnel shall comply with all laws relating to bribery, money laundering, and corruption (the "Anti-Corruption Laws"). The counterparty and its personnel shall not give, promise to give, offer, solicit, or receive, or attempt to give, offer, solicit, or receive, money or anything else of value, officially or unofficially, directly or indirectly, to or from anyone, whether a public official or corporate representative, to obtain or retain an improper commercial advantage for our company, itself, or any third party, unless such payments are required by applicable laws. The counterparty shall promptly inform our company of any suspected unethical behavior and/or suspected violations of such Anti-Corruption Laws of which the counterparty becomes aware. The counterparty shall also promptly respond, in reasonable detail and with reasonable documentary support, to any reasonable request from our company for information concerning suspected unethical behavior and/or suspected violations of Anti-Corruption Laws of which our company becomes aware. If our company reasonably suspects that the counterparty has violated any Anti-Corruption Law, our company will have the right to immediately access and take copies of records and other information held at the counterparty's premises and to meet with the counterparty to audit its compliance with its obligations under this Article 7.3. The counterparty shall give all necessary assistance to the conduct of such audit.

- 7.4 The products will be delivered fully complete, with all of the instructions, recommendations and other information needed in order to be used correctly and safely.

- 7.5 Those products or services that do not satisfy all of the above requirements shall be deemed non-conforming.

8. Rejection - Warranty.

- 8.1 Unless otherwise stipulated in the order, our company may reject the supply within 60 days following the delivery if the product or the service has a defect. Rejected products will be quickly removed by the counterparty, at the latter's expense. If products are rejected, our company shall be entitled to demand that the counterparty replaces the supply within the time limit that will be given to it or to unilaterally terminate the contract, without prejudice to the rights and remedies it otherwise holds.

- 8.2 Notwithstanding any legal warranty, and unless otherwise stipulated in the order's specific conditions, the counterparty is bound to warranty its supply during a term of two years from receipt or commissioning. It covenants to correct defects by repairing or replacing defective merchandise, as quickly as possible; it shall bear all expenses, including, assembly, re-assembly and transport expenses. Any replaced part shall be covered by a new warranty of at least 12 months.

- 8.3 In the event that the counterparty is unable to fill the order properly, our company reserves the right to have others perform the necessary work at the counterparty's expense, without prejudice to the application of the termination clause and the counterparty's obligation to indemnify our company for any direct or indirect loss.

- 8.4 After the counterparty's warranty period, the counterparty shall continue to be responsible under conditions set by applicable law.

9. Making available of Equipment and Tools.

- 9.1 Unless otherwise specifically stipulated in the order, the ownership of the tools manufactured or acquired by the counterparty specifically for the needs of the contract (including models, draw plates, moulds, templates, accessories and equivalent equipment) shall be transferred to our company at the time of the manufacture or purchase of these tools. The counterparty must have these tools sent to our company if so requested by our company.

- 9.2 If our company lends the counterparty equipment free of charge for the needs of the contract (including equipment, components, tools, models, drawplates, moulds, templates, accessories and equivalent equipment), this equipment is and shall remain our company's property. The counterparty shall keep this equipment in good operating condition, save for normal wear and tear of tools, models and equipment. The counterparty shall refrain from using this equipment for purposes unrelated to the contract's subject matter. Any surplus equipment shall be remitted at our company's discretion. Any damage, deterioration or loss of the equipment loaned shall give rise to its repair or replacement at the counterparty's expense. Without prejudice to our company's other rights, the counterparty must return this equipment to it upon request, regardless of whether or not it is still being used by the counterparty.

10. Management and safety of outside personnel.

- 10.1 The work carried out by the counterparty's personnel on our sites shall be performed under the management and monitoring of the counterparty's supervisors, with its own equipment and in accordance with the counterparty, with its own equipment and in accordance with the safety rules applicable to said activity on these sites.

- 10.2 The counterparty acknowledges having been informed by us of the specific

- risks that may result from the site's activity during the performance of the work or services, and of its obligation, on the one hand, to ensure, by all appropriate means, the safety of the personnel for whom it is responsible during its presence on the site, and, on the other, to see to it that said personnel complies with the safety rules in force on the site, pursuant to the rules and procedures and memoranda communicated to it. It is the counterparty's responsibility to submit these documents to its personnel.
- 10.3 Any person not belonging to our company, our sub-contractors or the counterparty's during the performance of one of their contracts may only visit one of our sites with the written permission of a duly mandated authority. Legal proceedings may be initiated both against this person and against the company that will have participated in this intrusion.
- 11. Circulation of vehicles on our sites.**
Any counterparty or carrier performing work for any reason whatsoever must follow the site's rules and driving code rules. Failure to follow these rules will lead to removal from or even prohibition on access to our sites.
- 12. Intellectual Property.**
- 12.1 All of the models, plans, specifications and other elements of information provided by our company within the scope of the contract shall remain at all times the property of our company and may only be used by the counterparty to perform the contract. The counterparty shall maintain the confidentiality of the documents and other elements of information and return these to our company when so requested.
- 12.2 The counterparty shall hold our company harmless from any action, claim or opposition by a third-party invoking an intellectual property right that has been violated pursuant to the contract's performance. In this case, all expenses and compensations borne by our company shall be paid for by the counterparty. The latter further covenants to intervene voluntarily in any proceedings brought against our company.
- 12.3 The counterparty shall not make offers and shall not provide third parties with parts made with our company's tools and equipment or based on the models, plans, specifications or conceptual data of our company, without our prior written consent.
- 12.4 The registered inventions, patents, drawings, trademarks and models or other intellectual property rights resulting from the contract's performance shall be transferred and shall become our company's property automatically as a result of the contract, unless the counterparty is able to establish that they result solely from its inventive activity, irrespective of the contract. The counterparty shall perform all formalities and shall sign all documents that are needed to make effective this transfer of ownership.
- 12.5 With prejudice to the generality of the assignment set out in Article 12.4, and notwithstanding the proviso set out in this clause:
- (a) Title to, and all rights in copyright, invention (including patents and innovation patents), registered and unregistered trademarks or name, registered and registrable designs, confidential information, trade secrets, technical data and know-how, circuit layout rights, and all other protected rights of intellectual property defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967 (collectively, "Intellectual Property") in or in relation to any documents, reports, plans, drawings, specifications, studies, engineering documentation and other documentation (including, without limitation, models, samples and calculations) prepared by the counterparty in connection with the order (collectively, the "Documentation") will vest upon its creation in our company;
- (b) To the fullest extent permitted by law, the counterparty hereby assigns to our company all of its rights, title and interest in, and to, all Intellectual Property in or in relation to the Documentation, whenever created; and
- (c) Upon request by our company, the counterparty must do all things necessary to vest that title or that Intellectual Property in our company.
- 12.6 The counterparty:
- (a) Warrants and must ensure that the Documentation and any methods of working do not and will not infringe any Intellectual Property;
- (b) Must indemnify our company against any claim against, and costs, expenses, losses and damages, suffered or incurred by our company arising out of, or in connection with, any actual or alleged infringement of any Intellectual Property in connection with the Documentation or the performance of the order; and
- (c) Must ensure that the Intellectual Property created for the purposes of the order is not used, adapted or reproduced other than for this purposes without our company's prior written approval.
- 13. Force Majeure.**
- 13.1 Neither party will be considered in default of the agreement (except for the obligation to make any payment when due), to the extent that any such breach results from, or is made impracticable by, any cause beyond its reasonable control, such as acts of God, war, fires, explosions, natural disasters, sabotage, critical equipment failure, and governmental laws and regulations (a "Force Majeure Event").
- 13.2 The party whose performance is affected by a Force Majeure Event shall (i) give prompt notice to the other party stating the details and the full particulars in connection therewith and the expected duration of the event and (ii) shall take commercially reasonable steps to resume performance promptly. If the Force Majeure Event continues for more than ninety (90) days, the party not affected shall have the option to terminate the agreement upon notice to the other party.
- 14. Civil liability and damage to property.**
- 14.1 As the counterparty renders the goods and/or services under its full and complete responsibility, it shall be bound to indemnify our company, either during or after the contract's performance, for all damages and/or losses, whether direct and/or indirect, sustained by our company and resulting from its act or fault and/or that of its employees, agents or sub-contractors.
- 14.2 The counterparty shall take out and keep in effect an insurance policy covering its civil liability and its product liability hereunder and must be able to provide proof thereof, at any time, if requested by our company.
- 15. Termination of the contract.**
- 15.1 Our company may terminate the contract automatically without prejudice to the exercise of its other rights and without incurring liability vis-à-vis the counterparty, if the counterparty fails to perform its commitments provided for in the contract. Termination shall take place eight days after notice sent to the counterparty by registered mail with return receipt to have to perform its obligations, gone unheeded.
- 15.2 Our company shall also be entitled to do so if one of the following occurs:
- (i) Bankruptcy, death, cessation of the counterparty, filing for bankruptcy, request for composition with creditors, or cessation of payments.
- (ii) Initiation of receivership and/or legal liquidation proceedings against the counterparty, if the court-appointed administrator has not communicated its intention to continue to perform the contract within one month after notice.
- 15.3 Our company may terminate the contract if there is a corresponding contract between our company and the final user and if this contract is terminated. In this case, our company shall indemnify the counterparty, provided that the latter has performed its contractual obligations, for all of the costs legitimately incurred in performing the contract until its termination and that the counterparty has no means of recovering. It is understood that the counterparty shall be obliged to take all necessary measures to minimize its losses and must provide appropriate proof thereof. Under no circumstances will the indemnification exceed the amount of the contract.
- 16. Assignment.**
The counterparty shall not assign or sub-contract the contract as a whole. The counterparty may only assign or sub-contract parts of the work with the prior written consent of our company, which may only refuse to give its consent if it has legitimate grounds for doing so. However, the above restriction shall not apply in the event of sub-contracting of materials, minor components or parts of the work for which the sub-contractor is designated in the contract. The counterparty is and remains responsible for all of the services rendered and the supplies delivered by all of its sub-contractors.
- 17. Confidentiality.**
- 17.1 Counterparty agrees to keep confidential and not to disclose to any third party, without the written consent of our company, any technical or business information or research plans or activities relating to our company made available to counterparty by our company or otherwise learned or developed by counterparty relating to the goods or services covered by the order, specifically including the existence and contents of the order and the identity or quantity of the goods or nature and subject matter of the services. Counterparty further agrees not to use such information except for the purpose of performing the order.
- 17.2 Without prejudice to the generality of the foregoing, the counterparty will, and will cause its director, officer, employee, agent (the "Counterparty Staff"):
- (a) Keep any information previously furnished or to be furnished to the counterparty or the Counterparty Staff by or on behalf of our company in connection with the order and in relation to our company, our affiliates or any other third parties to which we or our affiliates owe duties or obligations of confidentiality, non-disclosure or restricted use (be it in oral, written, magnetic, digital or other form) that is either non-public, confidential or proprietary in nature (collectively, the "Confidential Information") secret and confidential and not disclose it to any person (other than the Counterparty Staff (i) who need to know such Confidential Information for the purposes of the order, and (ii) who have agreed to comply with this Article as if they were bound thereby; provided that the counterparty

will be responsible for any breach of the provisions of this Article by the Counterparty Staff, which will be attributed to the counterparty as a breach of its own obligations);

- (b) Use the Confidential Information only for the purposes of the order, and for no other purposes;
 - (c) Keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party, including, for the purposes of compliance with any applicable data protection legislation, by taking appropriate security measures against actual loss or destruction of, or damage to, personal data;
 - (d) Not make any copies of Confidential Information or reproduce it in any form;
 - (e) Inform our Company immediately if the counterparty or any of the Counterparty Staff becomes aware that Confidential Information has been disclosed to an unauthorized third party.
- 17.3 The counterparty will at its expense on receipt of a written demand by our company:
- (a) Return, and cause the Counterparty Staff to return, all written Confidential Information provided to them without keeping any copies thereof;
 - (b) Destroy, and cause the Counterparty Staff to destroy, all analyses, compilations, notes, studies, memoranda or other documents prepared by the counterparty or the Counterparty Staff to the extent that they contain, reflect or derive from Confidential Information;
 - (c) To the fullest extent technically possible and legally permissible, expunge, and cause the Counterparty Staff to expunge, any Confidential Information from any computer, word processor or other device; and
 - (d) Supply a certificate signed by a duly authorized representative of the counterparty confirming that the above requirements have been fully complied with.
- 17.4 The disclosure of Confidential Information by or through our company, our affiliates, our or their directors, officers, employees, agents or subcontractors, or any other third party will not confer on the counterparty or any of the Counterparty Staff any rights (including any Intellectual Property rights) over the Confidential Information.
- 17.5 In the event of any actual or threatened breach of this Article 17, our company will be entitled to all remedies available to it under applicable law, including any remedies in the form of injunctions and orders for specific performance.
- 17.6 The obligations contained in this Article 17 will apply for a period of 10 years from the date of the order.
- 18. Taxes.**
- Our company shall be entitled to deduct from the payments due to the counterparty under the contract all taxes, social security contribution and similar charges if the counterparty fails to submit to our company the certificates needed for the exemption of said deductions.
- 19. Disputes with Third Parties.**
- If a third-party brings an action against our company for the counterparty's performance of the contract or due to the products supplied and the services rendered pursuant to the contract, the counterparty shall be obliged, at its expense and if requested by our company, to take its side to defend our company in the proceedings in question. Any court decision or arbitral award rendered shall be deemed, for any purpose it may serve, as binding on the counterparty in the event of subsequent action by our company to enforce a warranty against the counterparty.
- 20. Governing Law.**
- 20.1 This contract shall be governed by the laws of Malaysia (excluding conflicts of laws rules).
- 20.2 Any dispute arising in connection with this contract will be referred to arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (the "SIAC") in effect at the time of application for arbitration, which rules are deemed to be incorporated by reference in this contract, and with the following provisions:
- (i) The arbitrators will refer to the English text of the contract and these standard terms;
 - (ii) There will be three arbitrators (one selected by each of the parties and the third arbitrator appointed by mutual agreement between the other arbitrators or, failing agreement within 15 days of the appointment of the other arbitrators, by the Chairman of the SIAC);
- (iii) The place of arbitration will be Singapore, and the arbitration will be conducted in the English language.
 - (iv) The arbitration award will be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.
- 20.3 The application of the United Nations Convention on international sales merchandise contracts, signed in Vienna in 1980, is excluded.