

GENERAL TERMS AND CONDITIONS OF SALE

STERNMAID ASIA PACIFIC SDN BHD

The following terms and conditions of sale (“**Terms**”) shall apply to the sale and delivery of goods/products and/or services (“**Goods**”) by us, **STERNMAID ASIA PACIFIC SDN BHD**, to the Buyer:

1. DEFINITIONS

1.1 Capitalized terms used in these Terms shall have the respective meanings ascribed to them as follows:

“**Business Day**” any day (excluding Saturday, Sunday and public holidays) on which commercial banks in Kuala Lumpur are open for business;

“**Buyer**” means the person, firm, body or company whose order for the Goods is accepted by the Seller;

“**Contract**” means the contract for the purchase and sale of the Goods, which shall include these Terms and any terms and conditions set out by the Seller in the order confirmation;

“**Goods**” means the goods / products and/or services which the Seller is to supply in accordance with these Terms;

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- “Insolvency Event”** where a Party becomes insolvent or unable to pay its debts as they mature, or there are reasonable grounds to suspect that a Party is insolvent or may be about to become insolvent, or a Party makes any arrangements or composition with or for the benefit of its creditors, has an administrator, receiver, liquidator or trustee in bankruptcy appointed, or where the Buyer ceases to trade or encumbers or in any way charges any of the Goods;
- “Parties”, “Party”** the Seller and/or the Buyer;
- “Price”** the purchase price of the Goods as stipulated by the Seller, and shall include any interest payable in relation to such purchase price;
- “RM”** Ringgit Malaysia, the lawful currency of Malaysia;
- “Seller” or “us”** SternMaid Asia Pacific Sdn Bhd, a company incorporated in Malaysia and having its business office at Jalan Teknologi Perintis 1/3, Taman Teknologi Nusajaya, 79200 Iskandar Puteri, Johor, Malaysia;
- “Terms”** the terms and conditions that are set out herein in relation to the sale of the Goods by the Seller to the Buyer.
- 1.2 Words denoting the singular include the plural number and vice versa. Words importing any gender include all genders.
- 1.3 The headings and sub-headings in these Terms are inserted for convenience only and shall be ignored in construing the provisions of these Terms.

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- 1.4 Any reference to a Clause shall be a reference to a clause within these Terms. Save where the contrary is indicated, any reference to these Terms shall be construed as a reference to these Terms as may have been or may from time to time be amended, varied, novated or supplemented.
- 1.5 If any act would be required to be performed on or within a period ending on a day which is not a Business Day, the act shall be deemed to have been duly performed if performed on the next Business Day after that day.
- 1.6 Nothing in these Terms shall constitute or be deemed to constitute a partnership between the Parties hereto and neither of them shall have any authority to bind the other in any way nor shall these Terms be construed to constitute either Party the agent of the other Party hereto.

2. RELEVANT CONDITIONS; APPLICABILITY

- 2.1 The Seller shall sell to the Buyer, and the Buyer shall purchase from the Seller, the Goods during the term and subject to these Terms and the terms of the Seller's order confirmation. Unless otherwise agreed to in writing by the Parties, these Terms shall apply to all transactions between the Seller and the Buyer for the sale of Goods, including all future dealings with the Seller for the sale of Goods to the Buyer.
- 2.2 Unless a customized agreement has been entered into between the Seller and the Buyer for the sale and purchase of the Goods (whereupon the terms of such customised agreement shall prevail over these Terms), any order by the Buyer for the purchase of Goods accepted by the Seller, is deemed only to incorporate the terms in the order confirmation by the Seller and these Terms which shall govern the Contract to the exclusion of any other terms, provisions, conditions and warranties even if included in or referred to in any document of the Buyer. Any other terms and conditions in any other documents stipulated by the Buyer which are in rejection of, in addition to or inconsistent with these Terms shall be deemed to be a counter-offer to the Seller

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and shall not be binding upon the Seller unless agreed to in writing by the Seller. The Parties agree that any failure by the Seller to object to any terms and conditions set by the Buyer shall in no way be construed as an acceptance of the same. Similarly, neither the commencement of performance of the Contract or delivery of the Goods shall be deemed as an acceptance of any of the Buyer's terms and conditions.

- 2.3 No variations to these Terms or the terms in the order confirmation shall be binding unless agreed to in writing by the Seller.
- 2.4 Any facsimile and/or electronic communication between the Parties shall be effective as originals and shall be considered to be in "writing" between the Parties.

3. GOODS

- 3.1 All samples, descriptive matters, specifications, and/or any other brochures, promotional and marketing materials delivered by the Seller for the purpose of giving an approximate idea of the Goods described in them shall not form part of these Terms or the Contract, and this is not a sale by sample. No employee or other representative of the Seller has any authority to make any statement, promise or representation regarding the Seller's obligations or specifications or expectations of the Goods which are not set out in these Terms.
- 3.2 The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in these Terms. Unless otherwise agreed with the Buyer, or where the applicability of the purposes anticipated under the Contract require exact conformity, variations in the Goods, which are customary in trade, are permitted.
- 3.1 The Seller reserves the right to make any changes in the specifications of the Goods which are required to conform with any applicable statutory or regulatory requirements,

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or in the case of Goods to be supplied to the Seller's specification, changes which do not materially affect their quality.

- 3.2 Where the Parties have agreed to successive Contracts to deliver Goods over a period of time, the Seller will make reasonable efforts to ensure that the Goods will be available to the Buyer during the term. In the event any of the Goods are not available, the Seller shall give 30 days' prior written notice to the Buyer of such unavailability and thereafter, the Seller shall not be liable for the supply of the unavailable Goods to the Buyer.

4. LABELLING; PACKAGING

- 4.1 Where so required by the Buyer (due to applicable laws relating to the packaging and labelling of the Goods), the Buyer shall provide the Seller with specific instructions for the packaging and labelling of the Goods. Where no specific instructions are provided as aforesaid, the Seller shall deliver the Goods using the Seller's standard packaging and labels. Notwithstanding the aforesaid, the Buyer expressly agrees that it is solely responsible for compliance with all applicable laws relating the packaging and labelling of the Goods.

- 4.2 All stocks of packaging materials shall remain the property of the Seller.

5. ORDERS

- 5.1 Each order for the Goods submitted by the Buyer is subject to confirmation by the Seller unless it is part of a series of orders where a binding validity period has been specified beforehand. Accordingly, no Contract is created until such time as the Seller expressly confirms the Buyer's order in writing, or where the Seller makes delivery of the Goods under the order. The Contract shall comprise these Terms as well as any terms set out in the Seller's order confirmation. For Goods delivered by the Seller

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without a separate order confirmation, the delivery note / packing list of the Seller shall serve as the order confirmation.

- 5.2 The Buyer is responsible to the Seller for ensuring the accuracy of the terms of any order submitted by it, and for giving the Seller the necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 5.3 No order which has been accepted by the Seller may be changed or cancelled by the Buyer except with the agreement of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the costs of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of the change or cancellation. Any refunds and exchanges of the Goods shall, unless otherwise stipulated in these Terms, be at the sole discretion of the Seller.

6. DELIVERY AND PASSING OF RISK

- 6.1 The Buyer is obliged to take delivery of the Goods at the time they are delivered to the Buyer, or at the time they are made available to the Buyer in accordance with the Contract. If the Buyer shall fail or refuse to take delivery or fails to provide the information or instructions required for the delivery, the Goods will be stored at the Buyer's risk. In that case, the Buyer will owe all additional costs, including storage costs to the Seller.
- 6.2 Unless otherwise agreed to by the Parties, partial delivery of the Goods is acceptable to the Parties, and the delivery periods or delivery dates for the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence of the Contract unless previously agreed in writing by the Seller. The Goods may be delivered by the Seller in advance

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of the estimated delivery date upon giving reasonable notice to the Buyer. Notwithstanding the aforesaid, delivery periods shall not begin to run until the Buyer has fulfilled all contractual obligations in respect of the Goods and until all required data has been made available to the Seller. The place of the performance of the Contract shall be at the Seller's registered office.

- 6.3 The Buyer will not be excused from its obligation to pay for the Goods when finally delivered or from any of its other obligations hereunder subject to the Goods being free from errors, damages, defects, shortages and non-conformities.
- 6.4 Unless otherwise agreed by the Parties, including where specific terms have been agreed upon and set out in the Seller's order confirmation, delivery of the Goods shall be made "ex works" ("**EXW**") from the premises of the Seller. The term "EXW" shall have the meaning as defined in the latest version of INCOTERMS published by the International Chamber of Commerce in Paris, France at the time of the order confirmation. Accordingly, shipping and transportation shall always be at the risk of the Buyer (whether in relation to partial deliveries or otherwise) and such risk in the Goods is transferred to the Buyer, at the latest, when the Goods are handed over to the transport company.
- 6.5 Notwithstanding delivery of the Goods and the passing of the risk in the Goods to the Buyer as set out in Clause 6.4 above, title, property and ownership in the Goods sold and delivered shall not pass together with the passing of risk; and full legal and beneficial ownership of the Goods shall remain with the Seller at all times until and unless the Seller has received payment in full in cleared funds for the Goods, including the Price and other costs such as interest, charges and other expenses.

7. PRICE AND PAYMENT

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- 7.1 Unless otherwise agreed in writing by the Seller, including where specific terms have been agreed upon and set out in the Seller's order confirmation, the Price quoted by the Seller shall be -
- i) in Ringgit Malaysia (MYR);
 - ii) exclusive of any sales and services tax or value added tax or any other similar applicable taxes, duties, levies and charges which the Buyer shall be additionally liable to pay to the Seller;
 - iii) inclusive of standard packaging costs;
 - iv) exclusive of transport and/or shipping costs which are to be borne by the Buyer (including freight tariffs and duty rates that are in effect on the day of the delivery and all other charges payable on the shipment); and
 - v) EXW ("ex-works").
- 7.2 Unless the Seller and the Buyer have agreed on a Price that has been indicated as firm by the Seller in the order confirmation, the Seller is entitled to raise the Price if the cost price determining factors have been subject to any increase. These factors include, but are not limited to, the prices of raw materials, currencies and/or wages, or as a result of other unforeseen circumstances between the date of the relevant order and the date of delivery. A written notice from the Seller notifying the Buyer of any increase and the effective date of the increase shall be conclusive and binding.
- 7.3 The Seller shall invoice the Buyer for the Price and any other sums due under the Contract, and payment of such invoice shall be made at such time and upon such payment terms and conditions as set out in the order confirmation issued by the Seller. Unless otherwise stipulated in the Seller's order confirmation, the Buyer shall pay the Price and any other sums due in full within 7 days of the date of the said invoice.

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Notwithstanding the aforesaid, the Buyer agrees that the Seller shall be entitled to require in its order confirmation, pre-payment in full for the Goods prior to delivery.

- 7.4 The sums due under the Contract are not deemed to have been paid until the Seller is in receipt of cleared funds. The time of payment of the sums due shall be of the essence of the Contract. The Seller reserves the right to deliver invoices in electronic form rather than paper form (e.g. by email, De-Mail, computer fax, fax server, web download or EDI).
- 7.5 Payments must be effected in full without any discount, deduction, set-off or abatement on any grounds whatsoever unless otherwise agreed in writing by the Seller.
- 7.6 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to –
- i) cancel the Contract or suspend deliveries to the Buyer; or
 - ii) 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; or
- 7.7 If the Seller has reasonable grounds to doubt the Buyer's ability to pay sums due under the Contract (e.g. payment arrears, subject to further claims) the Seller may cancel payment targets granted as well as deliveries with advance payment required or other concessions dependent upon other securities provided by the Buyer.
- 7.8 The Buyer is not entitled to assign to a third party any claims arising out of the Contract unless expressly consented to in writing by the Seller.

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8. RETENTION OF TITLE

8.1 The title to the Goods shall not pass to the Buyer; and full legal and beneficial ownership of the Goods shall remain with the Seller (“**Retained Goods**”) until and unless the Seller has received payment in full in cleared funds for the Goods, including the Price and other costs such as interest, charges and other expenses. Until the title, property and ownership pass to the Buyer in accordance with this Clause, the Buyer shall, at its own cost:

- i) hold the Retained Goods as trustee and fiduciary agent for the Seller;
- ii) take all the necessary steps and perform its duties as required by relevant laws reserve title to the Retained Goods in favour of the Seller as against third parties;
- iii) store, preserve and maintain the Retained Goods in the same state and condition and keep them insured on the Seller’s behalf for their full replacement value against all risks.

8.2 Where title has not passed, the Buyer’s right to possession of the Retained Goods shall terminate immediately if an Insolvency Event occurs in relation to the Buyer. Further, until the title passes, the Buyer grants the Seller, its agents and employees an irrevocable license to enter any premises where the Retained Goods are or may be stored in order to inspect them (and to carry out stock taking and labelling), or, where Buyer’s right to possession has terminated, to recover them, which cost and expenses thereof, if any, shall be fully borne by the Buyer.

8.3 The Seller shall have no obligations or liabilities (as manufacturer) in respect of any Retained Goods which have been treated or processed by the Buyer. However, such treated and processed goods shall continue to be deemed Retained Goods.

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- 8.4 Where the Buyer carries out any treatment, processing, mixing or combination of the Retained Goods with goods from another source so as to result in a new or mixed item respectively (“**New Item**”), the Seller is entitled to co-ownership of the New Item in proportion to the invoice value of the Retained Goods as at the time of delivery against the value of the New Item. The portion of the New Item that is co-owned shall be deemed to be Retained Goods.
- 8.5 The Buyer shall immediately inform the Seller upon becoming aware of any claims or rights being made by third parties in respect of the Retained Goods, so as to enable the Seller to take all steps required to preserve its rights in respect of the Retained Goods.
- 8.6 The Buyer may only sell the Retained Goods under standard terms and conditions in the normal course of business, and subject to the Seller’s rights in the Retained Goods being preserved at all times.
- 8.7 The Seller’s rights contained in this Clause 8 shall remain in effect notwithstanding the termination of these Terms and/or the Contract.

9. WARRANTIES AND LIABILITY

- 9.1 The Seller warrants that at the time of delivery, the Goods will –
- i) in all respects comply with the Food Act 1983 of Malaysia and all applicable laws, guidelines, regulations and rules in Malaysian governing the manufacture, packaging and supply of food; and

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- ii) be of merchantable quality and correspond with the description given by the Seller.
- 9.2 Subject as expressly provided in these Terms and in the order confirmation, all warranties, conditions of the Seller or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 9.3 The Seller shall be under no liability in respect of any damage to or defect in the quality or condition of the Goods arising from the willful default, negligence, misuse, alteration or tampering of the Goods by the Buyer or its agents or contractors, or by their failure to handle or store the Goods properly or in compliance with any instructions issued by the Seller (whether oral or in writing).
- 9.4 As conditions precedent to any claim by the Buyer in respect of any error, damage, defect, loss or non-conformity in respect of the Goods, the Buyer shall -
- i) inspect the Goods immediately on delivery or as soon as practicable thereafter (at its own cost), in particular as to condition and quantity, even if samples have previously been sent;
 - ii) notify the Seller in writing of the errors, damages, defects, shortages and non-conformities in the Goods and give full details in respect thereof -
 - a) within 10 Business Days after the receipt or delivery of the Goods in the case of obvious shortcomings; and
 - b) in the case of defects that are not apparent upon inspection, within 10 Business Days of discovery of such defects, but in no event shall any claim be made in respect of the Goods after 6 months from the date of the delivery of the Goods, or the expiry of the stated shelf-life of the Goods, whichever is the earlier. Failure to make

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a claim within such periods shall constitute acceptance of the Goods by the Buyer, and agreement that such Goods fully comply with the quality standards and any other applicable terms and conditions.

- 9.5 Where any valid claim is notified to the Seller in accordance with these Terms, the Seller shall be entitled to replace the Goods (or the item in question) free of charge, or at the Seller's sole discretion, refund to the Buyer the Price of the Goods (or a proportionate part of the Price) and the Seller will have no further liability to the Buyer.

10. LIMITATION OF LIABILITY

- 10.1 Except in respect of death or personal injury caused by the Seller's gross negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract for any loss of profits or anticipated profits, business, revenue or anticipated savings, damage to the Buyer's reputation or goodwill, damages, loss of expected future business, damages, costs or expenses payable by the Buyer to any third party or to any other indirect or consequential loss (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these Terms.
- 10.2 The Buyer further agrees that, subject to Clause 10.1, the Seller's liabilities (if any) whether in contract, tort or otherwise in respect of any defect in the Goods, or for any breach of the Contract or of any duty owed to the Buyer in connection herewith or failure to deliver the Goods, shall be further limited to the value of the defective Goods in question.
- 10.3 Where the Seller has manufactured and/or packaged the Goods in accordance with specifications provided by the Buyer, the Seller not be liable for any defects or

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shortcomings in the Goods and/or the packaging that could not have been reasonably known and/or anticipated by the Seller.

- 10.4 Where so requested by the Seller, the Buyer undertakes to pursue all valid claims against the pre-suppliers of the Seller prior to making any claims against the Seller. For such purpose, the Seller shall assign to the Buyer any potential warranty or compensation claims that the Seller would have against its pre-suppliers. Where the claim made against the pre-supplier is unsuccessful, the rights of the Buyer against the Seller shall be reinstated, provided that the Buyer re-assigns to the Seller all such rights against the pre-suppliers that were earlier assigned to it.

11. MIS-USE; REMARKETING OF GOODS

The Buyer warrants that it shall not under any circumstances, and at any time, re-market, re-brand and/or re-label any of the Goods using the name of the Seller, or any other name bearing the words “Stern”, “SternMaid” or any similar or derivative wording.

12. LIABILITY; INDEMNIFICATION

- 12.1 The Buyer will keep harmless, defend and indemnify the Seller from and against all claims, damages, losses, demands, liabilities, costs, expenses and reasonable legal fees incurred by the Seller in respect of any claims brought against the Seller by any third party for –
- (i) any loss, injury or damage wholly or partly caused by the failure on the part of the Buyer to store, display or handle the Goods in accordance with the Seller’s instructions or requirements (whether oral or in writing); and

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- (ii) any loss, injury or damage in any way connected with the performance of the Contract provided that this Clause will not require the Buyer to indemnify the Seller against any liability for the Seller's own negligence.

13. TERMINATION

13.1 The Contract and these Terms shall be terminated by a notice in writing with immediate effect given by the Seller to the Buyer if:

- i) the Buyer commits a breach of its obligations herein contained and such breach is not remedied within 7 Business Days from the date of the notice of breach served on it by the Seller;
- ii) an Insolvency Event happens to the Buyer;
- iii) the Buyer has any distress or execution of the like levied upon any of its goods or effects; or
- iv) the Buyer ceases, or threatens to cease, to carry on business.

13.2 Upon the effective termination of the Contract and these Terms, all payments owing by the Buyer to the Seller shall be immediately due and payable and the Buyer shall make full settlement of such payments to the Seller within 7 Business Days from the effective date of termination, regardless of any credit terms accorded to the Buyer by the Seller prior to termination.

14. CONFIDENTIALITY

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14.1 Subject to Clause 14.2, the Buyer agrees that it shall not make any announcement or disclosure of or in respect of the existence or subject matter relating to these Terms without the prior written approval of the Seller.

14.2 The Buyer may disclose information which would otherwise be confidential pursuant to Clause 14.1 if and to the extent disclosure is:

- i) reasonably required to give effect to these Terms;
- ii) required by any law, regulatory or governmental body;
- iii) in relation to information that has come into the public domain through no fault of the Buyer; or
- iv) reasonably required to enable the Buyer to enforce its rights under these Terms,

PROVIDED THAT any such information disclosed pursuant to this Clause (save for disclosures required by law) be disclosed only after prior written notice of at least 7 Business Days has been given to the Seller.

14.3 The obligations contained in this Clause 14 shall survive the termination of these Terms.

15. NOTICE

15.1 Any notice required or permitted to be given under these Terms shall be in writing, and may be given by personal service, registered mail, or electronic mail to the Buyer at the address of the Buyer as set out in the order confirmation and to the Seller at the following address:

Seller

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Electronic mail address: info@sternmaid.com.my

Attention to: Lee Wai Peng

15.2 Any notice so given shall be deemed to be received if it is sent by personal service at the time of such service; if it is sent by registered mail, upon receipt or 3 Business Days after posting; or if it is sent by electronic mail, at the time the electronic mail leaves the outbox of the sender.

16. ASSIGNMENT

The Buyer shall not assign any of its rights under the terms of the Contract and these Terms, or any benefit thereunder, voluntarily or involuntarily, without the written consent of the Seller. The Seller, however, shall be entitled to assign its rights to any party without the consent of the Buyer. The Buyer shall not delegate any performance under the terms of the Contracts and these Terms voluntarily or involuntarily.

17. VARIATIONS

These Terms shall not be varied unless such variation shall be expressly agreed in writing by each Party.

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18. WAIVER

No failure or delay by a Party in exercising any right power or privilege hereunder shall operate as a waiver nor affect the other Party's liability hereunder nor shall any single or partial execution of any right power or privilege hereby conferred preclude any further exercise thereof or the exercise of any other right power or privilege so conferred. The rights and remedies provided in these Terms are cumulative and not exclusive of any rights or remedies provided by law

19. SEVERABILITY

If any one or more of the provisions in these Terms shall be declared invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired by such invalidity, illegality or unenforceability and these Terms shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof. The Parties may but shall not be obliged to substitute the invalid, illegal or unenforceable provision with a new, valid and legal stipulation.

20. APPLICABLE LAW; DISPUTE RESOLUTION

- 20.1 The terms of the Contract and these Terms shall be governed by the laws of Malaysia.
- 20.2 In the event of a dispute regarding any claims or obligations of either or both of the Parties arising from or in connection with the terms of the Contract and/or these Terms, the Parties shall negotiate to solve the conflict in an amicable and commercially reasonable manner.
- 20.3 If an amicable solution cannot be reached, the Parties agree that such dispute, controversy or claim shall be referred to and finally resolved by arbitration administered

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by the Singapore International Arbitration Centre (“**SIAC**”) in accordance with the Arbitration Rules of the Singapore International Arbitration Center. The seat of the arbitration shall be in Singapore and the language of the arbitration shall be in the English language. The arbitration shall be presided by a sole arbitrator appointed by the Parties, or failing agreement within ten (10) Business Days for the demand for arbitration, then any Party to the dispute shall be entitled to forthwith call upon the President of SIAC Court of Arbitration to nominate the arbitrator. The person so nominated shall be the duly appointed arbitrator in respect of the dispute.

21. FORCE MAJEURE

- 21.1 Neither Party shall be liable to the other Party for non-performance or delay in performance of any of its obligation under the terms of the Contract and these Terms due to causes reasonably beyond its control including, but not limited to, fire, flood, pandemic, epidemic, natural disasters, strikes, lock-out, labour disputes, other industrial disturbances, lack of raw materials, unavoidable accidents, governmental regulations, war, riots and insurrections.
- 21.2 The list of force majeure events indicated above is not exhaustive, and the principle of ejusdem generis is not to be applied in determining whether a particular act or event qualifies as a force majeure event. Upon the occurrence of any force majeure event, the affected party (“**Affected Party**”) shall immediately notify the other party (“**Non-Affected Party**”) with as much detail as possible and shall promptly inform the Non-Affected Party of any further developments from time to time.
- 21.3 Immediately after the force majeure event is removed, the Affected Party shall promptly perform/resume all its obligations under the terms of the Contract and these Terms. Should any event of force majeure continues for a period of 30 days or more, the Non-Affected Party may immediately terminate the terms of the Contract and these Terms by notice in writing to the Affected Party and the provisions of Clause 13.2 shall apply.

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22. RELATIONSHIP OF THE PARTIES

Nothing herein contained shall constitute a partnership, joint-venture, agency, employer-employee or any other relationship other than the customer-seller relationship stipulated under the terms of the Contract and these Terms between the Parties hereto.

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