

## General Conditions of Sale

### 1. Scope of Application

All supplies and services provided by Seller are on the basis of these General Conditions of Sale. Any reference(s) made by Buyer to its general terms and conditions are hereby rejected. Seller's General Conditions of Sale shall also apply to all future business, and Seller shall have the right to amend such general conditions of sale from time to time. Deviation from these General Conditions of Sale requires the explicit written approval of the Seller.

### 2. Offer and Acceptance

Seller's quotations are not binding offers but must be seen as invitations to Buyer to submit a binding offer. The contract is concluded by Seller's acceptance of Buyer's order (offer). In case the acceptance differs from the offer, such acceptance constitutes a new non-binding offer of Seller.

### 3. Product Information

3.1 Any models or samples are merely non-binding examples. They do not guarantee any specific properties.

3.2 Deviation from product information or specific properties shall be permissible provided they are insignificant or unavoidable despite all care.

3.3 No warranty or guarantee is given by Seller in respect of supplies or services under this contract and all implied terms, whether implied by law or otherwise are expressly excluded to the extent permitted by law.

### 4. Advice

Technical advice with regard to goods and their application is given to the best of Seller's knowledge based on Seller's research and experience. All advice and information with respect to suitability and application of the goods shall not, however, create any liability of Seller and shall not relieve the Buyer from undertaking its own investigations and tests.

### 5. Compliance

5.1 Buyer represents, warrants and undertakes to comply with all applicable laws, orders, ordinances, notifications, policies, rules and regulations relating to or in any way relevant to the import, delivery, storage and use of the goods delivered by Seller. Buyer shall not sell, supply or deliver, directly or indirectly, the goods to any party or destination that, at the material time, is declared an embargoed or a restricted party by the United Nations or relevant export control laws.

5.2 Buyer represents and warrants that it is aware of the hazards of the goods and shall use its best efforts to instruct any party dealing with the goods in the proper and safe methods of storage, handling and use of the goods, including their use in combination with other products as may be appropriate to their requirements and consistent with the Health, Safety and Environmental standards as expressed in the Material Safety Data Sheet.

5.3 If Buyer believes that the Material Safety Data Sheet for the goods is inaccurate or insufficient for any purpose, Buyer shall immediately inform Seller of the same, and provide Seller a reasonable opportunity to correct or supplement the information. Failure of Buyer to timely provide such notice shall be deemed a waiver by Buyer of any claims, demands or causes of action arising from or in connection with the Material Safety Data Sheet for the goods.

5.4 Buyer shall hold harmless and fully indemnify Seller, its officers, employees, contractors, servants and agents from and against any and all claims, causes of action, damages, fines, penalties or losses, including all legal fees, any of the aforesaid may suffer or incur, which directly or indirectly result from any failure of Buyer to comply with this Article.

### 6. Delivery

Delivery shall be effected as agreed in the contract and any delivery dates are estimates only. General commercial terms shall be interpreted in accordance with the INCOTERMS in force on the date the contract is concluded. Buyer shall unload and release all transportation containers and equipment to Seller within the time limits agreed therefor with Seller, failing which, it shall pay all demurrage charges incurred by Seller on demand.

### 7. Damage in Transit

Notice of claims arising out of damage in transit must be lodged by Buyer directly with the carrier within the period specified in the contract of carriage and Seller shall be provided with a copy thereof.

### 8. Prices

If Seller's prices or Seller's terms of payment are generally altered between the date of contract and dispatch, Seller may apply the price or the terms of payment in effect on the date of dispatch. In the event of a price increase, Buyer is entitled to withdraw from the contract by giving notice to Seller within 14 days after notification of the price increase.

### 9. Taxes

Buyer shall assume responsibility for and shall hold Seller harmless from the payment for all taxes (save for taxes on the income of Seller) which may be required at any time under applicable law and/or which may become due by reason of the performance of any obligation hereunder, and Buyer shall sign and deliver any instruments as may be necessary, including the making of payment of any interest or penalty related to or arising from such taxes or contributions.

### 10. Payment

10.1 Buyer shall pay all invoices in full and in cleared funds when the purchase price is due, but in any event not later than 30 days of receipt of an invoice.

10.2 In the event of a delay in payment, Seller may charge Buyer interest on the amount outstanding from the due date for payment to the actual payment date at the rate of 0.05% per day.

10.3 In the event of late payment by Buyer, Seller is entitled, without rescinding the sales agreement and without granting a period of grace period, to demand the temporary surrender of the goods owned by Seller at Buyer's expense.

### 11. Warranties

11.1 Seller warrants that at the time of delivery (i) the goods supplied complies with the Seller's specifications; (ii) the quantity is not more than zero point five percent ( $\pm 0.5\%$ ) variance to that stated in Seller's written acceptance; (iii) the goods supplied is free and clear of all defects in title;.

11.2 These warranties are made on condition that (i) Buyer has not mishandled, misused, damaged or modified the goods; and (ii) Buyer inspects the goods and notifies Seller of non-conformity in accordance with Article 11.3 below. Seller makes no other warranty or guarantee of any kind, express or implied, including without limitation implied warranties of fitness for a particular purpose or merchantability.

11.3 Buyer must inspect the goods supplied hereunder immediately after delivery, and notify Seller in writing if the goods do not conform with the contract (e.g. defects, wrong shipment or quantity differences) within 2 weeks of receipt of the goods, precisely describing the nature and extent of the lack of conformity. If the lack of conformity cannot be determined without reasonable investigations such notice may be given within 6 months after receipt of the goods. Buyer's failure to give notice to Seller within the notification period stated above shall constitute an unqualified acceptance of the goods delivered by Seller and a waiver by Buyer of all claims with respect to such supply by Seller.

11.4 Seller's liability for any breach of warranty is (i) in case of goods not conforming to Seller's specifications, to replace such goods at its costs; (ii) in the case of short delivery, to deliver the missing quantity at its cost; (iii) in the case of defects as to title of the goods in a claim against Buyer, defend any such claim or action at its costs, provided Buyer has promptly notified Seller upon becoming aware of such claim or action and Seller is in full control of any proceeding in connection with the claim or action. Alternatively, Seller may in its sole discretion, (a) reimburse Buyer the purchase price of the goods related to the claim (or issue a credit note if payment has not been made); (b) grant a reduction in the purchase price of the goods related to the claim; or (c) replace the infringing goods with non-infringing goods conforming to Seller's specifications; modify the infringing goods so they become non-infringing; procure a license to use the infringing goods; or pay Buyer a pro-rata portion of the amount Buyer paid for the infringing goods, for the portion of such infringing goods not used and returned to Seller.

## 12. Liability

**12.1** Article 11.4 sets out Seller's entire liability with respect to non-conforming goods. Seller shall have no other liability to Buyer for any loss or damages suffered by the Buyer other than that caused directly and solely by Seller's gross negligence or willful breach.

**12.2** In no event shall Seller be liable for any consequential, special, indirect or exemplary damages.

**12.3** Buyer's failure to commence any cause of action related to the goods or otherwise arising under these terms within one (1) year after the date of delivery shall constitute a waiver by Buyer of any otherwise applicable statute of limitations and shall forever bar all rights to commence any action in relation to the foregoing.

**12.4** Buyer expressly assumes the risk of and agrees, to the fullest extent permitted by applicable law, to indemnify, defend and hold Seller harmless from and against all claims for patent infringement by reason of Buyer's processing, use, admixture, reaction, sale or disposition of the goods, whether used singly or in combination with other products or materials.

## 13. Set off, Retention of Payment

A set off or retention of payment is only permitted if counterclaims exist which are either undisputed or adjudicated by final judgement.

## 14. Security

If there are reasonable doubts about Buyer's ability to pay, especially if he defaults, Seller may revoke credit periods and demand payment in advance or security for further supplies and services.

## 15. Retention of Title

### 15.1 Simple Retention of Title

Title to the goods delivered shall not pass to Buyer before the purchase price has been paid in full.

### 15.2 Expanded Retention of Title

In case Buyer has paid the purchase price for the goods delivered but not yet completely fulfilled other debts arising out of his business relationship with Seller, Seller retains, in addition, title to the goods delivered until all such outstanding debts have been completely paid.

### 15.3 Retention of Title with processing clause

In the event Buyer processes the goods delivered by Seller, Seller shall be considered manufacturer and shall directly acquire sole title to the newly produced goods. If the processing involves other materials, Seller shall directly acquire joint title to the newly produced goods in the proportion of the invoice value of the goods delivered by Seller to the invoice value of the other materials.

### 15.4 Retention of Title with combination and blending clause

If the goods delivered by Seller are combined or blended with material owned by Buyer, which has to be considered the main material, it is deemed to be agreed that Buyer transfers to Seller the joint title to such main material in the proportion of the invoice value of the goods delivered by Seller to the invoice value (or, if the invoice value cannot be determined to the market value) of the main material. Buyer holds in custody for Seller any sole or joint ownership originating therefrom at no expense for Seller.

### 15.5 Extended Retention of Title with blanket assignment

Buyer shall have in the ordinary course of business free disposal of the goods owned by Seller, provided that Buyer meets its obligations under the business relationship with Seller in due time. Buyer already assigns to Seller all claims in connection with the sale of goods to which Seller reserves the right of retention of title when concluding the sales agreement with Seller; should Seller have acquired joint title in case of processing, combination or blending, such assignment to Seller takes place in the proportion of the value of the goods delivered by Seller with retention of title to the value of the goods of third parties with retention of title. Buyer already assigns to Seller any future confirmed balance claims under current account agreements in the amount of the outstanding claims of Seller when concluding the sales agreement with Seller.

### 15.6 Right of Access/Disclosure

At the request of Seller, Buyer shall provide all necessary information on the inventory of goods owned by Seller and on the claims assigned to Seller. Furthermore, at the request of Seller, Buyer shall identify on the packaging Seller's title to the goods and shall notify its customers of the assignment of the claims to Seller.

## 15.7 Partial Waiver clause

Should the value of the securities exceed Seller's claims by more than 15%, Seller waives securities to this extent.

## 16. Force Majeure

Any incident or circumstances beyond the Seller's control such as natural occurrences, war, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, or acts of government shall relieve Seller from its obligations under this contract to the extent Seller is prevented from performing such obligations. Seller shall not be liable to the Buyer in such circumstances. The same applies to the extent such incident or circumstance renders the contractual performance commercially impractical for Seller over a long period or occurs with suppliers of Seller. If the aforementioned incidents or circumstances last for a period of more than 3 months, Seller is entitled to withdraw from the contract without the Buyer having any right to compensation whatsoever.

## 17. Place of payment

Regardless of the place of delivery of goods or documents, the place of payment shall be Seller's place of business.

## 18. Communication

Any notice or other communication required to be received by a party is only effective at the moment it reaches this party. If a time limit has to be observed, the notice or other communication has to reach the recipient party within such time limit.

## 19. Termination

**19.1** In the event that Buyer (i) commits a breach of any obligations hereunder; and/or (ii) becomes insolvent, is adjudged bankrupt or goes into receivership or liquidation or any petition is presented against the Buyer for bankruptcy, receivership or liquidation, the Seller is entitled, without prejudice to its other rights, to immediately suspend or terminate the contract.

**19.2** Termination of the contract shall not affect or prejudice the accrued rights of action or remedies of Seller against Buyer.

**19.3** Upon early termination, all amounts accrued or owing by Buyer (irrespective of whether fallen due for payment) shall become immediately due and payable.

## 20. Applicable law & Dispute Resolution

**20.1** The contractual relationship shall be governed by the laws of Vietnam.

**20.2** All disputes hereunder shall be referred to a competent court in Vietnam for resolution. The Court verdict will be final and binding both parties. The Court fee will be borne by the losing Party.

## 21. Contract Language

If these General Conditions of Sale are made known to Buyer in another language, in addition to the language in which the sales contract has been concluded ("Contract Language"), this is merely done for Buyer's convenience. In case of differences of interpretation, the version in the Contract Language shall be binding.

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