



GENERAL TERMS AND CONDITIONS OF PURCHASE

(Version 1.0)

These general terms and conditions of Purchase (these “**Terms**”) apply where any of TMK Chemical Bhd. and/or its subsidiaries in Malaysia (the “**Company**”) requests the provision of and/or acquires goods, services or other deliveries of any kind from you (“**Supplier**”) by means of the execution of a written agreement and/or purchase order issued by the Company or by Supplier’s performance in accordance with a request of the Company (collectively, “**Agreement**”). The applicability of general terms and conditions of Supplier is rejected.

These Terms shall be incorporated into the Agreement to the entire exclusion of any terms or conditions stipulated or referred to by Supplier and no acknowledgement of other document executed by Supplier or forwarded by Supplier to the Company (including but not limited to, quotations, estimates, confirmations of order, delivery notes or similar documents) containing terms or conditions other than specified herein or in the Agreement shall be binding on the Company unless such terms and conditions are expressly agreed to, in writing, by the Company and the Company’s agreement therewith is notified to Supplier in writing. Supplier’s acknowledgement of the purchase order or any act to fulfil the order for the goods or services by Supplier shall be deemed to constitute acceptance of these Terms.

PART 1 - GENERAL

1. Applicability and order of precedence

1.1 The provisions of this Part 1 (General) apply to all Agreements. In addition to this Part 1, specific additional provisions as set out in Part 2 (Sale of Goods) or Part 3 (Provision of Services) will apply, as the case may be.

1.2 If a provision in these Terms conflicts with a provision in the body of the Agreement above, the provision in the body of the Agreement prevails.

2. Invoices and payment

2.1 In consideration of the goods delivered and/or the services provided by Supplier in accordance with the Agreement, the Company shall pay to Supplier the purchase price stated in the Agreement provided the invoice fulfils the requirements defined by the Company. The price is inclusive of all fees and taxes as well as all expenses related to delivery of goods or the provision of services, packaging costs, costs of disposal of packaging materials and any overhead, assembly, installation and instruction costs (if applicable).

2.2 Supplier shall submit validated e-Invoice or, where e-Invoice is not applicable, invoices in an auditable form, complying with applicable laws, generally accepted accounting principles and the specific Customer requirements, containing the following minimum information: Supplier name, address and reference person including contact details; invoice date; invoice number; order

number and Supplier number; address of Customer; quantity; specification of goods and/or services; price (total amount invoiced); currency; tax amount; payment terms as agreed. Supplier shall state the order number on all invoices.

2.3 Unless a longer payment term is agreed in writing, the Company will pay all undisputed amounts on each invoice within 60 days from the date on which the Company receives a correct invoice.

2.4 If several Company entities purchase goods or services, Supplier will issue separate invoices for each entity.

2.5 The Company is not liable for any late payment interest.

2.6 The Company is entitled to set off amounts owed by Supplier or any of Supplier’s affiliates to the Company or any of the Company’s affiliates against amounts payable. Supplier is not entitled to suspend performance or set-off amounts owed by the Company or any of the Company’s affiliates against amounts payable.

3. Supplier’s Responsibilities

3.1 Supplier shall deliver the goods and provide the services:

(i) in accordance with the applicable laws and regulations;

(ii) in accordance with the Agreement (including by providing any necessary

documentation) and all Company instructions;

- (iii) free from defects and from any rights or interests of any third parties; and
- (iv) fit for any particular purpose specified in the Agreement or, in absence thereof, fit for the purposes for which such goods and/or services would ordinarily be used.

4. Confidential Information

- 4.1 The Company may make information available that is not generally known to the public and is proprietary and/or confidential to the Company, and/or of which Supplier should reasonably understand that such information is confidential ("**Confidential Information**"). Supplier will not disclose, publish or disseminate Confidential Information. Supplier will use Confidential Information only to perform its obligations under the applicable Agreement.
- 4.2 Supplier's confidentiality obligations will survive for seven (7) years after the disclosure of Confidential Information, or until the moment that the Confidential Information has become public through no breach of the confidentiality obligations of Supplier.
- 4.3 Supplier will return or destroy Confidential Information promptly upon the Company's request. Upon first request of the Company, Supplier shall unconditionally and promptly furnish the Company with a written management statement stating that Supplier has complied with its obligation to return or destroy Confidential Information.

5. Developments

- 5.1 The Company will own exclusively all materials, software, ideas and other work product developed, in whole or in part, by or on behalf of Supplier pursuant to the Agreement (collectively, "**Developments**") together with all related patent, copyright, trade secret, trademark, trade name, database, design and model, or other intellectual property or proprietary rights (collectively, "**Intellectual Property Rights**") throughout the world. Insofar as the assignment of such rights requires a further instrument, Supplier shall unconditionally cooperate in the execution of any documents to affect such assignment.
- 5.2 In so far as, and only to the extent that assignment of rights to the Company is prohibited or otherwise not effective pursuant to applicable law, Supplier hereby grants the Company a perpetual, irrevocable, fully-paid up, worldwide, transferable, sub-licensable, exclusive and royalty-free license to Developments.

- 5.3 In so far as Developments are based or reliant on materials, software, ideas and other work product developed prior to the conclusion of the Agreement by Supplier or third parties ("**Background Materials**") Supplier hereby grants the Company a perpetual, irrevocable, fully-paid up, worldwide, transferable, sub-licensable, exclusive and royalty-free license to use Background Materials in any way in conjunction with Developments.

6. Compliance

- 6.1 Supplier represents and warrants that:
 - (i) it and its suppliers are in full compliance with the Company's Supplier Code of Conduct and Anti-Bribery & Anti-Corruption Policy, as may be updated from time to time and found at <https://www.tmkchemical.com/certifications-and-policies/>;
 - (ii) it complies with all relevant statutory provisions governing the treatment of employees, environmental protection and health and safety at work and works on reducing the adverse effects of its activities on human beings and the environment;
 - (iii) it takes appropriate steps to check and to ensure that neither it, nor its suppliers, engage in any form of slavery, human trafficking, child or sexual exploitation and will confirm the steps it takes to the Company upon request;
 - (iv) it complies with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Malaysian Anti-Corruption Commission Act 2009, the United Kingdom Bribery Act 2010, the U.S. Foreign Corrupt Practices Act, and will report to the Company any request or demand for any undue financial or other advantage of any kind received by Supplier or its employees relating to the provision of goods and/or services by Supplier;
 - (v) it complies with all applicable laws, statutes, regulations and codes relating to anti-terrorism financing and anti-money laundering including the Malaysian Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001;
 - (vi) neither it nor any of its affiliates, directors, officers and employees are the target or subject of any Sanctions, owned or controlled by any person who is the target or subject of any Sanctions, or acting for

the benefit of or on behalf of any person who is the target or subject of any Sanctions. "Sanctions" shall mean the international economic and financial sanctions (i.e. trade embargoes, asset freezes and other similar restrictions on doing business with a country, territory or person) that is administered, enacted or enforced by the U.S. Treasury Department's Office of Foreign Assets Control, Her Majesty's Treasury or any other governmental authority of the United States, United Nations, European Union, any member state thereof, the United Kingdom, and/or of the country of use of the goods.

6.2 In case of breach of the above representations and warranties, Supplier acknowledges and agrees that the Company shall be entitled to suspend or terminate the present Agreement without incurring any liabilities whatsoever towards Supplier, and without prejudice to any further rights or remedies available to the Company thereunder or at law.

6.3 The Company's internal and external auditors may conduct inspections or audits of Supplier's records and facilities for compliance with the Agreement and these Terms. Supplier will unconditionally cooperate fully with any such inspection or audit.

7. Personal Data

7.1 If the Agreement includes the processing of personal data, Supplier will make sure that its processing of the personal data is in accordance with all applicable laws and regulations including but not limited to the Malaysian Personal Data Protection Act 2010.

7.2 The Company shall exclusively own all database rights in respect of any personal data processed by Supplier under the Agreement.

7.3 Supplier agrees that personal data concerning itself, its employees, or any person(s) working for Supplier or on its behalf, may be collected, used and disclosed by the Company and its affiliates in connection with the Agreement and for the Company's compliance with applicable laws, regulations, industry codes and guidelines and for internal audit. Supplier warrants that where it discloses the personal data of third parties (such as personal data of its employees) to the Company in connection with the goods and/or services, Supplier has obtained the prior consent of such third parties for the Company to collect, use and disclose their personal data for all purposes relevant in the context of the Agreement, and in accordance with the Personal Data Protection Act 2010, any applicable laws,

regulations and/or guidelines. The personal data will be processed in accordance with the Company's personal data protection notice which is accessible on <https://www.tmkchemical.com/certifications-and-policies/>.

8. Termination and cancellation

8.1 The Company may cancel or terminate any Agreement (in whole or in part) for convenience by giving thirty (30) days' notice.

8.2 The Company may cancel or terminate any Agreement (in whole or in part) if Supplier is in breach of an Agreement and fails to remedy the breach within seven (7) days after notice is served on Supplier specifying the breach and the remedial steps.

8.3 Either party may terminate any Agreement, in whole or in part, if the other party:

(i) becomes or is declared insolvent or unable to pay its debts as they fall due or fails to satisfy any judgment against it by any court of competent jurisdiction;

(ii) is the subject of any proceedings for the appointment of a liquidator, provisional liquidator, trustee in bankruptcy, examiner, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer (in each case, whether out of court or otherwise) in respect of any of its assets;

(iii) files for bankruptcy or takes any corporate action for its winding-up, dissolution, strike-off or administration;

(iv) makes a composition, assignment or arrangement with a creditor;

(v) makes any material misstatement as to its financial condition; or

(vi) is subject to any equivalent or comparable measure under applicable law.

9. Effects of Termination

9.1 Clauses 4, 5, 7, 8, 9, 10, 14, 16 and 22 of these Terms shall survive the termination or expiry of any Agreement, along with any provision of these Terms or any Agreement that expressly or by implication is intended to come into or continue in force on or after termination.

9.2 Termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination of the Agreement, including the right

to claim damages in respect of any breach of any Agreement which existed on or before the date of termination.

- 9.3 On the termination of any Agreement, Supplier shall immediately return or reassign to the Company all property and rights owned by the Company that is in Supplier's possession or in the possession of any of Supplier's employees, agents, sub-contractors or affiliates.

10. Indemnity

- 10.1 Supplier shall indemnify and hold harmless the Company, its directors, shareholders, employees, agents, successors and assigns from any and all claims, demands, losses, liabilities, damages (including taxes), and all related costs and expenses, including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties due to or in connection with:

- (i) any actual or alleged breach of these Terms and/or any Agreement by Supplier; and
- (ii) any actual or alleged infringement, violation or misappropriation of the Intellectual Property Rights of any third party by Supplier.

11. Force Majeure

- 11.1 The moment Supplier becomes aware that it will not be able to deliver the goods or provide the services at the agreed upon times due to a Force Majeure Event (defined below), it will immediately notify the Company in writing. "**Force Majeure Event**" means strikes or lockouts, war, acts of God, fires, storms, flood, epidemic, earthquake, or impediment by government regulations, or any other cause whatsoever beyond a party's reasonable control.

- 11.2 The Company may suspend performance for a period of up to four (4) weeks or terminate the affected Agreement(s) without being obliged to pay damages to Supplier.

12. Miscellaneous

- 12.1 Supplier cannot assign any rights or grant a security interest over any rights under these Terms or any Agreement without the prior written consent of the Company. The Company can assign any Agreement, or any of its rights thereunder, in whole or in part, without Supplier's consent.

- 12.2 Supplier will not subcontract any of its obligations without obtaining the Company's prior written approval. Notwithstanding any approval by the

Company, Supplier will remain solely responsible for its obligations and will be liable for any subcontractor's failure to perform or abide by the provisions of these Terms or any Agreement.

- 12.3 Any amendment, modification or change of these Terms or any Agreement will be valid only if it is in writing and signed by an authorised representative of the Company.

- 12.4 Supplier will not, without the Company's prior written consent:

- (i) use the name, trademarks, logo or other identifying marks of the Company in any sales, marketing or publicity activities or materials, or
- (ii) issue a press release or other kind of public statement regarding the Company.

- 12.5 The failure of either party to enforce strict performance by the other party of any provision of these Terms or to exercise any right under these Terms will not be construed as a waiver to any extent of that party's right to assert or rely upon any provision of these Terms. All rights and remedies provided for in these Terms are cumulative and in addition to any other remedies available to either party at law or based on these Terms.

- 12.6 If any provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction, that provision will be renegotiated to be restated to reflect as nearly as possible the original intentions of the parties.

- 12.7 In the event of any inconsistencies between the terms of the Agreement and the terms of any purchase order issued pursuant to the Agreement, the terms of the Agreement shall prevail.

13. Agreements

- 13.1 Any agreement, acceptance, consent or approval by the Company with or to Supplier in respect of any matter or thing under or pursuant to the Agreement is not binding on the Company unless such agreement, acceptance, consent or approval is signed, given or made by an authorised person with at least the designation of Deputy General Manager of the Company.

14. Applicable law and disputes

- 14.1 Agreements entered into between the parties and these Terms are exclusively governed by the laws of Malaysia.

- 14.2 Any dispute, controversy or claim arising out of or otherwise connected with any Agreement and/or

these Terms shall be settled by arbitration in accordance with the AIAC Arbitration Rules. The arbitral tribunal shall consist of a sole arbitrator to be mutually agreed upon by the parties.

PART 2 - SALE OF GOODS

15. Delivery and documentation

15.1 Supplier will deliver the product(s) to be delivered by Supplier under the Agreement (“**Goods**”) in the quantities, on the dates and to the places specified in the Agreement. Delivery dates are fixed and of the essence. Delivery prior to the agreed delivery date is allowed with the express written consent of the Company.

15.2 Title to Goods passes to the Company upon delivery.

15.3 Supplier will prepare, maintain and, to the extent required under applicable law or regulation, submit to the customs authorities, all necessary information and documentation to comply with the customs and export/import requirements of each country from which Goods will be exported and of each country into which Goods will be imported.

15.4 For a period of two (2) years after the sale of any Goods, Supplier will maintain complete and accurate books and records of all transactions and activities of Supplier that relate to Supplier’s production, storage, delivery and sale of the Goods, including complete and accurate manufacturing, processing, packaging and quality control records, and allow the Company to audit such books and records.

16. Conformity

16.1 All Goods shall comply with requirements arising from the Agreement, applicable laws and regulations, characteristics that the Company may reasonably expect of the Goods, and additional specifications as set out by the Company.

16.2 The Company shall be allowed to inspect the Goods prior to delivery to verify if the Goods comply with all requirements, and Supplier shall fully cooperate with such inspection. Inspection by the Company, and the Company’s approval or rejection, does not release Supplier from its obligation to deliver Goods that are in all respects in conformity with the Agreement.

16.3 Goods that do not conform to the requirements set out in clause 16.1 or that a governmental agency declares are unfit or unsafe for their intended use or are in violation of any applicable law or regulation will be considered non-conforming (“**Non-Conforming Goods**”).

16.4 Supplier will promptly furnish to the Company all information and copies of all documents (including any complaints, enquiries, test or inspection results, internal reviews, warnings, declarations or notices) that Supplier receives or produces that indicates that any Goods may be Non-Conforming Goods, or any ingredient of or any material included in any Goods, or any packaging or supplies used in connection with any Goods, may cause any Goods to be Non-Conforming Goods.

16.5 The Company will provide Supplier with written notice of its rejection of any Non-Conforming Goods after the Company discovers the non-conformity. The Company shall be entitled to reject Non-Conforming Goods within a period of six (6) months after the actual discovery of the non-conformity.

16.6 Non-Conforming Goods will be returned to Supplier by the Company at Supplier’s request or disposed of by the Company, at Supplier’s cost. Supplier will reimburse the Company for all related commercially reasonable expenses. Non-Conforming Goods returned to Supplier which bears the name, trade mark, trade name, logo or other identifying marks owned by or licensed to the Company or any of its affiliates may not be disposed of (except by destruction) without the prior written approval of the Company. Upon request by the Company, Supplier shall unconditionally and promptly furnish the Company with a written management statement stating that Supplier has complied with its obligations set out in this clause.

16.7 Notwithstanding any other rights of the Company in these Terms and/or the Agreement, the Company may demand that Supplier replaces the rejected Non-Conforming Goods within a period of time to be determined by the Company, cancel the Agreement or purchase order for the rejected Non-Conforming Goods or terminate the Agreement pertaining to the Non-Conforming Goods in whole or in part due to Supplier’s breach of its obligations. The Company is entitled to order replacement goods from any third-party supplier, in which case any additional costs related thereto will be borne by Supplier. If payment has already been made for the rejected Non-Conforming Goods, then the Company will be entitled to a credit or refund of that payment (to be determined by the Company at its sole discretion).

16.8 If the Company has incorporated any rejected Non-Conforming Goods into any products, and such products remain in the Company’s possession and control, Supplier will reimburse the Company for the costs incurred in the production of such products along with all commercially reasonable charges and expenses

incurred in the inspection, transportation, receipt, care, custody and disposal of such products.

16.9 For any rejected Non-Conforming Goods, and any products into which Non-Conforming Goods have been incorporated, that are no longer in the Company's possession or control, the Company will have the right to field correct, withdraw, recall or repurchase such Non-Conforming Goods or products from any third party in possession or control of such Non-Conforming Goods or products, and Supplier will reimburse the Company for all reasonable costs incurred by the Company in connection therewith, including all commercially reasonable charges and expenses. Upon the Company's request, Supplier will assist the Company in any or all reasonable aspects of a field correction, withdrawal, recall or repurchase, including developing a plan therefor and preparing and furnishing any required reports, records and other information. In no event, will Supplier inform any regulator of the non-conformity without prior approval of the Company unless Supplier is legally obliged to inform any regulator without the possibility of consulting the Company.

17. Instalments

17.1 Where the Goods are contracted to be delivered by instalments:

- (i) the Company shall have the right to treat any breach by Supplier of its obligations as regards one or more instalments as a repudiation enabling the Company to repudiate further performance and to recover damages for the breach; and
- (ii) the acceptance by the Company of any one or more instalments notwithstanding any breach of obligations by Supplier shall not prejudice or restrict any of the Company's rights in respect of any other breach of obligations by Supplier.

18. Hazardous Substances

18.1 Supplier shall comply with applicable requirements and regulations for restricted or banned substance in manufactured products, components, materials, and processes such as EU Waste Electrical and Electronic Equipment Directive, Restriction of Hazardous Substances (RoHS) and Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH). Unless otherwise notified, Supplier represents and warrants that it is in compliance with the latest version of all applicable regulations.

PART 3 - SERVICES

19. Performance of Services

19.1 Supplier will provide the service(s) to be provided by Supplier under an Agreement (the "Services") in accordance with the Agreement, these Terms and the requirements as set out by the Company, and Supplier shall meet the agreed upon objectives. The Services will be performed at the time and place described in the Agreement. The Services will not only include services specifically described in the Agreement but also those that are an inherent, necessary or a customary part of the Services. Supplier will be responsible for all materials, facilities, equipment, software and other resources required to provide the Services.

19.2 Supplier represents and warrants that it will perform the Services:

- (i) in a good, timely, efficient, professional and workmanlike manner using then-relevant technology;
 - (ii) using sufficient numbers of personnel (including any of Supplier's subcontractors, employees, agents, consultants or other individuals acting on Supplier's behalf who are directly or indirectly involved in the performance of Supplier's obligations under the Agreement ("Supplier Personnel")) who are fully familiar with the technology, processes and procedures to be used to deliver the Services and have suitable competence, ability, education, training and other qualifications for any assigned roles;
 - (iii) with the degree of accuracy, quality, efficiency, completeness, timeliness and responsiveness that are at least equal to the accepted industry standards applicable to the performance of the same or similar services;
 - (iv) in compliance with all relevant laws and regulations;
 - (v) in compliance with the requirements of the applicable Agreement; and
 - (vi) generally, in accordance with the Company's requirements from time to time.
- 19.3 If the Services have been rejected by the Company, the Company may, at its discretion:
- (i) demand that Supplier promptly corrects or rectifies the deficiencies giving rise to Supplier's breach at Supplier's sole expense;

- (ii) reduce the agreed upon price for the Services in proportion to the breach; or
- (iii) if the Company has reasonable grounds to believe that Supplier will not be able to rectify the breach, terminate the Agreement for breach and have the Services completed or replaced by a third party at Supplier's cost. If Supplier fails to rectify the breach within a period of time to be determined by the Company, the Company shall be entitled to terminate the Agreement, demand repayment of all paid amounts and claim compensation for damages incurred as a result of the breach.

19.4 The Company will pay Supplier for the fees as set out in the Agreement. The Company may at any time increase or reduce the scope of the Services, following which:

- (i) in case of a reduction of the scope of Services, the fees will be reduced proportionately based on the reduced scope of Services;
- (ii) in case of an increase in the scope of Services, the additional fees will only be paid by the Company if such increase in the scope of Services and the additional fees have been expressly agreed upon by the Company in writing. If the increase in the scope of Services relates to circumstances or information that Supplier has foreseen, known or should reasonably have foreseen or known, Supplier shall not be entitled to additional fees.

20. Personnel

20.1 If the Company determines that the continued assignment to the Company of any Supplier Personnel is not in the interests of the Company, Supplier will remove that individual from providing the Services and replace that individual with Supplier Personnel of suitable competence, ability and qualifications without additional charges to the Company.

20.2 Supplier will ensure that Supplier Personnel, while assigned to provide the Services or otherwise visiting or accessing the Company's facilities, will:

- (i) comply with the Company's environmental, health, safety, and security policies and procedures and other rules and regulations applicable to the Company personnel at those facilities;
- (ii) comply with all reasonable requests of the Company personnel, as applicable,

pertaining to personal and professional conduct; and

- (iii) otherwise conduct themselves in a professional and business-like manner.

21. Liquidated Damages

21.1 Where stated in the Agreement that liquidated damages are applicable, Supplier agrees that the Company shall be entitled to liquidated damages in the event of any non-compliance with the Agreement and/or purchase order. The parties accept and acknowledge that the liquidated damages represent a reasonable and genuine pre-estimate of the loss or damage likely to be incurred by the Company as a result of Supplier's failure to comply with the Agreement and/or purchase order. In the event that the Company, for any reason, elects not to claim or is not legally entitled to claim the liquidated damages, the Company shall remain entitled to recover or claim such loss, expense, costs and/or damages as it would have been entitled to under law as if the provisions in the Agreement and/or purchase order relating to the payment of the liquidated damages had not formed part of the Agreement and/or purchase order. Supplier's liability to pay to the Company such loss, expense, costs and/or damages shall not be limited in any way whatsoever by the amount of liquidated damages for which Supplier may otherwise have been liable.

22. Limitation of Liability

22.1 Notwithstanding any remedy set forth in these Terms and the Agreement, the Company shall not be liable in any way whatsoever for any loss of profit, incidental, indirect, consequential, punitive or special losses or damages suffered by Supplier or any other third parties, arising out of or related to the Agreement, for all causes of action of any kind (including without limitation any actions for tort, contract, negligence, strict liability, breach of statutory duty or breach of warranty) even if such loss was reasonably foreseeable or the Company has been advised of the possibility of such damages.