

TERMS AND CONDITIONS OF SALE AND DELIVERY

1. Area of application

- (1) These Terms and Conditions of Sale and Delivery (Terms and Conditions) of MEIKO Clean Solutions (SEA) Sdn. Bhd. (hereafter: MEIKO) apply for all contracts, ancillary services, consultations and information with our Purchasers ("the PURCHASER").
- (2) The Terms and Conditions also apply all contracts, ancillary services, consultations and information.
- (3) These general terms and conditions of business of between the MEIKO and the Purchaser supersedes any previous negotiations and agreements (if any) between the parties and may only be varied and/or amended in writing and duly executed by all the parties hereto. This approval requirement applies in every case, for example, even when MEIKO, knowing of the PURCHASER's terms and conditions but carries out the delivery without reservation.

2. Offers and conclusion of contract

The quotations of MEIKO are non-binding and may be modified or withdrawn at any time. The PURCHASER's ordering of the product is considered and irrevocable and binding offer of contract. Unless otherwise specified in the order, MEIKO is entitled to accept this offer of contract within three (3) weeks of receipt. Acceptance can be declared in writing (e.g. by order confirmation) or through the shipment of the goods to the PURCHASER.

3. Content of the contract

- (1) The contract concluded in writing, incorporating these Terms and Conditions, creates the legal relationships between MEIKO and the PURCHASER.
- (2) Specifications by MEIKO on the subject of the performance (e.g. weights, dimensions, values in use, load capacity, tolerances and technical data) as well as depictions of them (e.g. drawings and figures) are only approximately definitive unless the use intended requires exact written confirmation. The features are intended for descriptions or markings of the product or service supplied. Deviations that are customary in the trade, are a result from legal regulations or it represents technical improvements are permitted if they do not impair usability for the contractually intended purpose.
- (3) MEIKO retains property rights and copyright on cost estimates, drawings and other related documentation. The PURCHASER must not make these documents available to third persons without the written approval of MEIKO.

4. Cancellation, percentage cancellation costs

If the PURCHASER cancels the order then it shall be subject to applicable damages and or compensation, MEIKO is entitled to demand from the PURCHASER a standard cost percentage to compensate MEIKO for the resulting damages. The minimum standard cost percentage is 15 % of the accepted order value. For products produced according to the specifications of the PURCHASER, an increased cost compensation of minimum 30 % of the order value shall apply. MEIKO further reserves the right to prove higher costs incurred in specific cases. The PURCHASER is permitted to prove that MEIKO has incurred no costs or the costs were lower than the above percentages however it shall be made within 14 days.

5. Prices and payment; payment in arrears by the PURCHASER

- (1) Prices are quoted without statutory sales tax and exclude packaging, freight and installation, unless MEIKO has included them in the content of the contract. The legal sales tax is stated separately on the invoice, at the amount legally applicable on the invoice date. For export deliveries, the price is increased by tariff duties, fees and other public payments.
- (2) Payments shall be made to MEIKO.
- (3) All payments shall be made without discount within Thirty (30) days of the invoice date; after this period.
- (4) If the PURCHASER is in arrears, MEIKO is entitled to perform deliveries or services only in return for prepayment or security provisions. If, after signing of the contract, MEIKO become aware of circumstances that materially impair the creditworthiness of the PURCHASER, MEIKO is entitled to impose pre-payment or provision of security before performing services or deliveries. If the PURCHASER fails to provide the prepayment or security within a suitable time set by MEIKO, MEIKO is entitled to withdraw from the contract and demand payment for damages due to breach of contract.
- (5) The PURCHASER is entitled to assert offset or lien rights only to the extent that its claim has been established as legally binding or is uncontested. In case of defects in delivery, Section 8 (4) remains unaffected.

6. Place of performance, delivery, transfer of risk, insurance costs

- (1) The place of performance for all obligations from the contractual relationship is MEIKO's principle place of business. Goods are delivered EXW in accordance with INCOTERMS 2020, unless otherwise agreed.
- (2) The risk of accidental loss or accidental deterioration of the product passes to the PURCHASER no later than with the delivery thereof. Delivery is immediate even when the PURCHASER is delayed in receiving it. In the case of sale by dispatch, the risk of the accidental loss or deterioration of the product and the risk of delay takes place when MEIKO has informed the PURCHASER in writing of its readiness to ship, but not later than with delivery of the product to the person charged with the execution of the shipment. The same applies to partial deliveries.
- (3) MEIKO will insure the shipment against breakage, transportation, fire and water damage at the PURCHASER'S costs and expense, for which 0.5 % of the invoice amount is charged.

7. Delivery deadline, delay in delivery, contractual penalty for PURCHASER- caused delays

- (1) The delivery deadline is individually agreed or specified by MEIKO upon acceptance of the order; it begins when MEIKO sends the order confirmation but not before the PURCHASER has provided any required documents and not before the receipt of any agreed deposit or pre-payment. The delivery deadline is met when the product has left MEIKO's factory or the readiness to ship to the PURCHASER has been announced. reminder
- (2) Delay in delivery does not begin until the PURCHASER issues a notice of reminder. MEIKO is not liable for the impossibility of delivery or delivery delays caused by force majeure or other events not foreseeable when the contract was signed (e.g. operational problems of all kinds, difficulties procuring materials or energy, transportation delays, government actions or delay in delivery by suppliers or pandemic) and which are beyond MEIKO's control.
- (3) If MEIKO is unable meet delivery deadlines for reasons beyond its control, the PURCHASER will be informed of this without delay and provided with the expected new delivery date. If the good or service is not available before the new deadline, MEIKO is entitled to withdraw from the contract in whole or in part (as the case maybe); MEIKO will immediately return any consideration provided by the PURCHASER. Non-availability of the goods or service meant here includes but not limited to, in particular, cases in which suppliers do not deliver on time when MEIKO has executed a matching cover transaction. A matching cover transaction is assumed when the supplier's obligations to deliver under the purchase contract from MEIKO offer matches at least the same terms for delivery as MEIKO itself ensures the PURCHASER in the sales contract. The PURCHASER's rights to withdraw from the contract in accordance with Section 8 of these Terms and Conditions remain unaffected.

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- (4) If the PURCHASER is delayed in receiving shipments, fails to provide required assistance, or MEIKO's delivery is delayed for other reasons which are under the PURCHASER's control, MEIKO is entitled to demand compensation for the resulting damages, including additional expenses, and in particular storage costs. For this delay, MEIKO charges a standard compensation fee of 0.5 % of the invoice amount for each month or part thereof, starting one month after it announces its readiness to ship the product. Proof of damages and MEIKO's claims (in particular, compensation for additional expenses, appropriate compensation, termination) remain unaffected; but the standard compensation is offset against any further monetary claims. The PURCHASER is permitted to prove that MEIKO has sustained no damages, or lower damages than the above percentages.
 - (5) MEIKO's compliance with the delivery date is subject that the PURCHASER has fulfilled its above contractual duties.
 - (6) MEIKO is entitled to make partial deliveries if the PURCHASER can use the partial delivery for its contractually intended purpose, where the supply of the remaining ordered goods is ensured and the PURCHASER does not suffer significantly increased effort or additional costs.
- 8. Liability for defects**
- (1) The basis for MEIKO's liability for defects is primarily on the quality of the product. If the quality was not agreed, an evaluation of whether or not a defect exists is based on the prevailing laws.
 - (2) The rights of the PURCHASER for a claim on liability for defects subject however that the PURCHASER properly met its legally required prior duties of investigation and complaint. The delivered product must be carefully examined immediately after delivery to the PURCHASER or to a third party authorized by the PURCHASER, and any defect must be reported in writing without delay within five calendar days of delivery. If the PURCHASER fails to ensure the proper examination and/or notification of a defect, MEIKO's liability for this unreported defect is excluded.
 - (3) If MEIKO receives timely notification of a defect, MEIKO has the option to satisfy the PURCHASER'S claim for remedy either through repair (elimination of defect) or replacement of the product. MEIKO is not responsible for defects caused by the PURCHASER due to the failure to perform the prescribed maintenance, care and cleaning work as and when required. MEIKO accepts no responsibility for the suitability of the locally available operating materials that have an influence on the delivered product; this applies even if MEIKO carried out an inspection beforehand.
 - (4) MEIKO is entitled to the required remedy dependent on payment by the PURCHASER of the sales price due. However, the PURCHASER is entitled to withhold part of the sales price that is appropriate in relation to the defect.
 - (5) MEIKO would only bear the costs required for inspection and remedy, in particular for transportation, travel, labor and materials, if a defect does in fact exist prior to delivery. However, if the PURCHASER's demand to remedy the defect turns out to be unjustified, MEIKO can demand that the PURCHASER reimburses the costs incurred as a result.
 - (6) Claims of the PURCHASER for damages or reimbursement or expenses can only be made are otherwise excluded.
- 9. Other liability**
- (1) Unless otherwise provided in the following provisions, MEIKO is would only be liable for a breach of contractual and non-contractual obligations in accordance with the relevant law.
 - (2) MEIKO would only be subject to claim
 - (a) For damages resulting from loss of life or health or bodily injury,
 - (b) For damages from the breach of a material contractual obligation (an obligation whose fulfillment is essential for the proper performance of the contract and on the fulfillment of which the other party normally relies and may rely); in this case, however, MEIKO's liability is limited to compensation for the foreseeable damage.
 - (3) The limitations of liability resulting from paragraph. 2 do not apply if a defect is fraudulently concealed or a guarantee on the product was accepted. The limitations of liability as defined in paragraph 2 also do not apply for claims of the PURCHASER under product liability law.
 - (4) The PURCHASER can withdraw from the contract due to a breach of obligation other than a defect only if MEIKO is responsible for breaching the obligation. Otherwise, the legal prerequisites and consequences apply.
 - (5) These exclusions and limitations of liability apply to the same extent for MEIKO's managers, employees, representatives and agents. Is subject to the
- 10. Limitation of actions**
- (1) These limitations of action apply also for contractual claims by the PURCHASER resulting from a defect in the product, is subject to the statutory limitations of action for damage claims
- 11. Transferability of the contract**
- (1) The PURCHASER may assign its contractual rights under the contract to third parties subject to our prior written consent. from
- 12. Retention of title**
- (1) The delivered product (goods subject to retention of title) remains the property of MEIKO until the fulfillment of all claims that MEIKO has against the PURCHASER, now or in future. If the PURCHASER acts in breach of contract – in particular, if it is in arrears with payment of an invoice – MEIKO has the right to take back the goods subject to retention of title after setting an appropriate deadline for payment. The PURCHASER shall bear the transportation costs for the return of the good/product. If MEIKO takes back the goods subject to retention of title or seizes them, this represents a termination from the contract. MEIKO may sell the goods subject to retention of title that MEIKO takes back. The proceeds from the sale will be offset against the amounts that the PURCHASER owes MEIKO after MEIKO deducts an appropriate amount for the costs of the sale.
 - (2) The PURCHASER must insure the goods subject to retention of title at the Purchaser's own expense, at their value as new goods against fire and water damage as well as theft.
 - (3) The PURCHASER may use the goods subject to retention of title and sell them in the normal course of business as long as it is not in arrears in payment of the said goods to MEIKO. However, it must not pledge the goods subject to retention of title or transfer them to others as security in whatsoever manner prior to the full settlement of the payment due. The PURCHASER is deemed to assign to MEIKO, as security in its full amount, the claims against its Purchaser from the sale of the goods subject to the retention of title as well as those claims of the PURCHASER regarding the goods subject to retention of title against its Purchaser's or third parties arising under a different legal basis (in particular claims from torts and from insurance), including all balances owed from trade credit. MEIKO accept this assignment without further action. The PURCHASER may collect these assigned claims at its own cost and in its own name for MEIKO, as long as MEIKO does not revoke this authorization. This does not impair MEIKO's right to collect these claims itself; but MEIKO will not assert the claims itself and will not revoke the collection authorization as long as the PURCHASER properly meets its payment obligations. However, if the PURCHASER acts in breach of contract – in particular, if it is in arrears with payment of a claim – MEIKO can demand from the PURCHASER that it will reveal the assigned payment claims to all relevant parties concerned and or the respective debtors, inform the respective debtors of the claim assignment, and give MEIKO all documents and provide all information that MEIKO requires to assert the claim.

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- (4) The processing or transformation of the goods subject to retention of title the PURCHASER is always performed for MEIKO. If the goods subject to retention of title are processed together with other items not belonging to MEIKO, MEIKO acquires co-ownership of the new goods at the ratio of the value of the goods subject to retention of title (final invoice amount, including sales tax) to the value of the other processed items at the time of processing. Otherwise, the same applies to the new goods arising from the processing as for the goods subject to retention of title. If the goods subject to retention of title are joined inseparably or mixed together with other items not belonging to MEIKO, MEIKO acquires co-ownership of the new goods in the ratio the value of the goods subject to retention of title (final invoice amount, including sales tax) to the value of the other joined or mixed items at the time of joining or mixing. If the goods subject to retention of title are joined or mixed in such a way that the PURCHASER's item is the main item, the PURCHASER and we agree even now that the PURCHASER transfers co-ownership of this item to us proportionately. MEIKO accepts this transfer. The PURCHASER will safely maintain for MEIKO the resulting sole ownership or co-ownership of the item.
- (5) In case of seizure of the goods subject to retention of title by a third party or other interventions by third parties, the PURCHASER must indicate the ownership of MEIKO to third parties without delay and in writing so that MEIKO can enforce its property rights. If the third party is unable or refuses to reimburse MEIKO for the court or out-of-court costs arising in this context, the PURCHASER will be liable for this.
- (6) If the PURCHASER demands it, MEIKO is required to release the security to which MEIKO is entitled to the extent that its realizable value exceeds by more than 10 % the value of open claims by MEIKO against the PURCHASER. However, MEIKO may select the security to be released at its own discretion.

13. Warranty

- (1) All machines (unless otherwise stated), are offered to PURCHASER with a standard twelve (12) months manufacturers parts warranty (excluding labor) from Date of Machine Commissioning/Product Warranty Registration is issued , or eighteen (18) months from Date of Delivery, whichever comes first.
- (2) Standard warranty exclusions described below apply:
 - i. M-iClean H machine automated hood lifting mechanism come complete with 5 years parts warranty.
 - ii. MEIKO reserves right to reject any warranty claim for product without formal commissioning / product warranty registration.
- (3) There are a number of exclusions to the manufacturer's standard machine warranty that are considered to be site related issues and not associated with part or component failure. and these are as follows:
 - i. Machine interior or components found to be contaminated with calcium deposit, i.e. lime scale. Contaminants created by the result of lime scale, as a result if incorrect use of any associated softener connected to the model, or indeed not maintained in accordance with the manufacturers' instructions.
 - ii. Inconsistent machine performance that are caused by site related incoming water pressure fluctuations, or power/electrical spikes of site origination.
 - iii. Any blockages within the waste pipework of the building, or flooding caused by pumped tank wastes provided and fitted by other contractors
 - iv. Problems associated with inconsistent electrical phasing or loading from the PURCHASER/Purchaser's distribution board or at the localized isolator.
 - v. Problems associated with components that mounted externally to the machine and supplied and fitted by others.
 - vi. Problems associated with poor results where the machine is operating without suitable detergent, or a wetting (Rinse aid) agent.
 - vii. Where non-authentic and/or non-MEIKO recommended parts or components have been fitted to the machine, resulting in failure/problem/inconsistent
 - viii. Product repaired, dismantled, or altered by unauthorized technical personnel.
 - ix. Where there is visible evidence of misuse/abuse/wrong handling. I.e. damaged doors, operating the machine incorrectly or incorrect re-assembly of the machine after cleaning, wash jets or nozzles missing on the internal washing and rinsing system resulting in poor results. or where the fault has been caused by below standard cleaning procedures
 - x. Products damaged during shipping due to insufficient or improper packaging/handling
 - xi. Wear and tear/consumable parts and related damage caused by failure of replacing wear and tear/consumable according to manufacturer's standard recommendation

14. Installation, service and spare parts

- (1) Installation of machines is not included (unless otherwise stated) and shall be done by a MEIKO authorized personnel. In the event PURCHASER prefers to engage installation and/or testing & commissioning of machine by a MEIKO specialist technician, it can choose to engage MEIKO technical service with standard rates apply.
- (2) Standard Installation, Testing & Commissioning Terms & Conditions apply for all machine sold, unless otherwise stated:
 - i. Where new, modifications or alterations are required on mechanical and electrical services to accommodate the new machine, then this work is to be undertaken by others. Services are to be no further than one (1) meter from machine(s) connection points and are to be terminated with isolators, valves, or stop-cocks, and in accordance with all local regulations, standards, and by-laws currently in force.
 - ii. On site services must be "live" at time of installation to facilitate testing and commissioning upon completion of installation works. Should services not be available "live", and authorized personnel are required to return to site at a later date, an additional charge may apply.
 - iii. Scope of work/the prices quoted for installation are given subject to there being no absence of instruction, delays, overtime, interruptions, unusual hours (unless otherwise agreed), unready sites, mistakes or work for which MEIKO are not responsible, or helping other contractors on site.
 - iv. MEIKO make no allowance for alterations to the present ducting extraction system, modifying the present ducting system, or providing either a new vapor hood or new ductwork. This work will be the responsibility of the PURCHASER/Purchasers' specialist ventilation contractor.
 - v. Scope of work also exclude any builders, civil/structure or carpentry works that may be required to facilitate entry of product/services into the building.
 - vi. Provision of any special lifting tools (i.e. scissor lift, boom lift, hoist crane and etc.) that required to facilitate entry of product into the building shall be undertaken by PURCHASER/others
 - vii. Approval/endorsement of documents by professional organization/body (i.e. architect, professional engineer, fire safety and etc) due to local regulations and requirement are not included.
- (3) While MEIKO will use reasonable commercial endeavors to have all necessary spare parts available for the purpose of warranty repair or service, MEIKO is not liable for delays due to sourcing of unusual parts which are required, or due to circumstances beyond the control of MEIKO.

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15. Final provisions

- (1) The applicable law for these STCs and all legal relationships between MEIKO and the PURCHASER is the law of Malaysia.
- (2) The exclusive jurisdiction lies with the court responsible for Kuala Lumpur, Malaysia.

Note:

- Data from the contractual relationship is stored in accordance with Section 28 of the German Federal Data Protection Act and Malaysian law – Data Protection Act 2010 for the purpose of data processing; MEIKO reserves the right to transfer the data to third parties if required for contract fulfillment.
- MEIKO reserves the right of to change these Terms and Conditions without prior notice.