General Terms and Conditions for Procurement of Goods

1. Definitions

1.1 "**Acknowledgement of Order**" means the Supplier's written confirmation of HLMG Co's purchase order under Clause 2.1.

1.2 "**Agreement**" means the purchase order issued by HLMG Co and/or other documents issued or signed by HLMG Co, the Terms and Conditions, and the Acknowledgement of Order or Deemed Acknowledgement of Order specifying the terms and conditions of the purchase of the Goods by HLMG Co from the Supplier and/or the provision of services in relation to the Goods by the Supplier.

1.3 "**Deemed Acknowledgement of Order**" means the confirmation of HLMG Co's purchase order deemed to be given by Supplier under Clause 2.1.

1.4 "**Deliverable**" means any supplies of Goods and/or services in relation to the Goods of any nature provided and/or to be provided by Supplier under the Agreement.

1.5 "**Goods**" means the goods agreed to be sold by the Supplier to HLMG Co under the Agreement.

1.6 "**HLMG Co**" means a member of the HLMG Group entering into the Agreement with Supplier.

1.7 "**HLMG Group**" means Hong Leong Manufacturing Group Sdn Bhd [Registration No. 200601027384 (747140-U)], Hong Leong Industries Berhad [Registration No. 196401000167 (5486-P)], Hume Cement Industries Berhad [Registration No. 198001008443 (62227-X)], Malaysia Pacific Industries Berhad [Registration No. 196201000323 (4817-U)], HL Yamaha Motor Research Centre Sdn Bhd [Registration No. 199201013829 (245332-P)], and their respective subsidiaries, whether direct or indirect.

1.8 "**Incoterms**" means the latest version of the international commercial terms published by the International Chamber of Commerce in force as at the date the Agreement is formed.

1.9 "**Intellectual Property Right**" means any and all rights in patents, patent applications, copyrights, copyright registrations, design, know-how, trade secrets, trademarks and service marks (including, where applicable, all derivative works of the foregoing).

1.10 "**Supplier**" means any person or corporation who provide the Deliverable to HLMG Co.

1.11 "**Supplementary Performance**" means the provision of the Deliverable after rectification of defects or the provision of new Deliverable in replacement of defective Deliverable.

1.12 "**Terms and Conditions**" means these General Terms and Conditions for Procurement of Goods, which may be amended, varied and updated by HLMG Group from time to time.

2. Acknowledgement of Order

2.1 Supplier shall either reject or confirm in writing ("Acknowledgement of Order") a purchase order of HLMG Co within five (5) working days upon receipt of such purchase order. If HLMG Co receives from Supplier neither a confirmation nor a rejection within the time period set forth above, the purchase order shall be deemed to be confirmed by Supplier ("Deemed Acknowledgment of Order"). HLMG Co shall be entitled to cancel the purchase order within five

(5) working days upon receipt of the purchase order by Supplier if Supplier fails to confirm or reject the purchase order within said time period. All purchase orders shall be subject to the Terms and Conditions. The Agreement constitutes the final agreement between the parties, and both parties agree to be bound by and comply with the Terms and Conditions.

2.2 The Terms and Conditions shall apply exclusively and override any terms and conditions stated in the purchase order and the Acknowledgement of Order. Any inconsistent, diverging or additional conditions of Supplier shall not apply even if they are incorporated in its Acknowledgement of Order or other documents whether issued before or after the purchase orders and HLMG Co does not need to expressly object to the inconsistent, divergent or additional conditions of Supplier and Supplier shall execute the order pursuant to the Agreement without reservation. HLMG Co's silence signifies its rejection of the inconsistent, divergent or additional conditions of Supplier. For the avoidance of doubt, the acceptance of the Deliverables or the making of payments shall not imply acceptance of any such conditions.

3. Licences

3.1 Insofar as Deliverables consist of and/or comprise software, documentation and/or specifications, Supplier grants to HLMG Co and its affiliated companies a non-exclusive, transferable, worldwide and timely unlimited right and licence to:

i. modify (including the creation of derivative works) such Deliverables (for software provided the software was delivered in source code);
ii. use and/or reproduce such (modified or unmodified) Deliverables;
iii. distribute (including lease) and/or make available to the public such (modified or unmodified) Deliverables, provided the intended use of such Deliverables is the use integrated in and/or in connection with HLMG Co's hardware;
iv. have the rights granted under Sections 3.1(i) to (iii) exercised by persons providing services related to (modified or unmodified) the Goods and/or HLMG Co's hardware to persons licenced under Section 3.1; and
v. sublicence the rights granted under Sections 3.1 (i) to (iv) to their respective affiliates, distributors and/or customers (both direct and indirect), provided the intended use of such Deliverables is the use on and/or in connection with HLMG Co's hardware.

3.2 All sublicences granted pursuant to Section 3.1(v) shall provide appropriate protection for Supplier's Intellectual Property Rights to such Deliverables by using equivalent provisions for the sublicence as HLMG Co uses to protect its own Intellectual Property Right.

4. Time of Performance; Late Performance

4.1 For the purpose of determining the timeliness of supplies or of Supplementary Performance pursuant to Section 10.3, the relevant point in time shall be the date of receipt at the point of destination specified by HLMG Co. For the purpose of determining the timeliness of supplies which include installation or erection and for the performance of services, the relevant point in time shall be the date of acceptance by HLMG Co.

4.2 Supplier shall not be entitled to deliver or perform the Deliverables before the agreed delivery or performance date, unless HLMG Co expressly agreed to such delivery or performance in writing in advance.

4.3 If a delay in the Deliverables or in the Supplementary Performance pursuant to Section 10.3 is expected to occur, Supplier shall immediately inform HLMG Co and request HLMG Co to decide on the matter.

4.4 If Supplier fails to meet the agreed delivery or performance date for reasons for which Supplier is responsible, HLMG Co shall be entitled, without prejudice to its statutory rights, to impose liquidated damages amounting to 0.5% of the total amount of the Agreement per each working day of said delay and not exceeding a maximum of 20% of this amount. If no reservation is declared at the time of acceptance of the Deliverables or Supplementary Performance pursuant to Section 10.3, HLMG Co shall nevertheless be entitled to claim the liquidated damages until the final payment.

5. Delivery; Transfer of Risk; Shipment; Place of Performance

5.1 Any deliveries shall be made DAP pursuant to the Agreement according to Incoterms unless agreed otherwise. The title and ownership of the Goods shall pass from Supplier to HLMG Co upon delivery thereof to HLMG Co.

5.2 The risk of loss or damage to supplies which include installation or erection and to services shall pass onto HLMG Co upon time of acceptance by HLMG Co and to other supplies at the time of receipt by HLMG Co at the point of destination specified by HLMG Co, unless HLMG Co and Supplier agreed otherwise.

5.3 Unless agreed otherwise, shipping costs shall be charged to Supplier. In case Incoterms are agreed that oblige HLMG Co to bear the total or part of the freight costs, shipment shall be effected in the cheapest manner unless otherwise specified by HLMG Co. Extra costs incurred due to failure to conform to a shipping specification shall be borne by Supplier. In case Incoterms are agreed that oblige Supplier to bear all freight costs, HLMG Co shall be entitled to determine the mode of shipment. Any extra costs incurred for expediting shipment to meet delivery shall be borne by Supplier.

5.4 Shipments of Deliverables for use in a clean room shall be effected in a clean room packaging labelled with the part number and part name.

5.5 Each shipment shall contain packing slips and dispatch notes indicating contents, Agreement number and quantity.

5.6 Over-shipments are subject to prior written confirmation of HLMG Co.

6. Export Control; Customs

6.1 Supplier shall inform HLMG Co before or upon delivery about export control classification numbers applicable to the Deliverable supplied by Supplier and provide necessary documentation and data in relation thereto. This includes, e.g., without limitation, identification of applicable export control classification numbers as well as customs declaration information, such as Incoterms, clear product descriptions, harmonized system codes, country of origin, and itemized values, on each invoice, especially in case of consigned materials, equipment or the like. Supplier shall further comply with agreed Incoterms and provide preferential treatment declarations conforming to pertinent preferential or free trade agreements, where applicable. Supplier shall further implement effective measures to comply with applicable anti-terrorism and trade regulations.

6.2 HLMG Co has the right to audit Supplier's export control and customs procedures and measures at Supplier's expense. Should HLMG Co identify deficiencies, HLMG Co has the right to, in its sole discretion, either (i) terminate the Agreement, cancel all pending orders, and/or demand return

of delivered products; or (ii) require implementation of additional measures at Supplier's expense. Supplier shall indemnify and reimburse HLMG Co for all audit costs and all damages caused by identified deficiencies.

6.3 Unless the Incoterms DDP is agreed, HLMG Co is responsible for the performance of the import customs clearance. In such case, HLMG Co will not refund Supplier or Supplier's service provider any customs duties or service fees when importing or exporting the Deliverable. In case the Incoterms DDP is agreed, Supplier is responsible for export and import customs clearance and shall bear all related costs.

6.4 In case the Agreement refers to the delivery of the Deliverable, the customs invoice of Supplier shall show the value of the Goods separately from the value of the services performed or to be performed. In the customs invoice, the Deliverable shall be described in detail, including the place of performance.

6.5 In case Supplier cannot show the value of the Goods and services separately in the customs invoice, Supplier shall supply the Goods according to the Incoterms DDP.

7. Invoices

7.1 Invoices shall indicate the Agreement reference and the numbers of every single item. Invoices shall not be payable until this information is complete. Copies of invoices shall be marked as such.

7.2 In the event that HLMG Co is using an electronic invoicing system. Supplier is obliged to use this invoicing system for the invoices on its own costs. In such a case, HLMG Co will inform Supplier about all requirements of electronic invoicing.

8. Payment

8.1 Unless agreed otherwise, payment shall be made within sixty (60) days net from receipt of a written invoice.

8.2 The term of payment shall start with the date the Deliverables have been fully delivered and a duly issued invoice has been received by HLMG Co. Insofar as Supplier is obliged to provide material tests, test certificates, quality related or other documents, the term of payment shall only start with receipt of all such documents by HLMG Co. In case of any delivery or performance before the agreed delivery or performance date, the payment term shall start with the agreed delivery or performance date or from receipt of the duly issued invoice, whichever date is later. HLMG Co shall have the right to offsets payments against receivables or withholds a reasonable amount of payment due to a defect in Deliverables; the payment term shall commence upon complete rectification of the defect.

8.3 Payment of Deliverables shall not be construed as an implied admission that the Deliverables comply with contractual terms.

9. Inspection of Incoming Goods

9.1 Upon receipt of the Goods, HLMG Co shall without undue delay inspect all incoming Goods and check whether they correspond to the quantity and type ordered and whether there are any externally visible transport damage or other externally visible defects.

9.2 If HLMG Co discovers a defect during the abovementioned inspections it shall notify Supplier thereof. This shall also apply if HLMG Co discovers a defect at a later date.

9.3 Notifications of defects may be lodged within one (1) month after delivery or performance of the supplies or, where the defects are first noticed during working or processing or first use, within one (1) month after they were first detected.

9.4 HLMG Co shall not be under any commitment to Supplier to make any more inspections and notifications than those specified above.

10. Warranty

10.1 Supplier hereby acknowledges and agrees that it has full knowledge of all the necessary facts and circumstances (including HLMG Co's processes) for the purpose of supplying the Goods to HLMG Co and performing its obligations hereunder and without prejudice to the foregoing, Supplier warrants that the Deliverables conform to the specifications and HLMG Co's requirements as stated in the Agreement, be of good and merchantable quality and workmanship, and be fit and sufficient for their intended purpose and for any purpose that the Goods are required and can achieve and/or comply with the performance targets set out in the Agreement, if any.

10.2 The warranty period shall be three (3) years, unless the relevant laws and regulations provide for a longer warranty period or a different period is stated in the Agreement. The warranty period shall commence with the transfer of risk pursuant to Section 5.1.

10.3 If defects are detected prior to or upon the transfer of risk or during the warranty period, Supplier shall, at HLMG Co's sole option and discretion, provide Supplementary Performance, by either rectifying such defects at its own expense, or providing new Deliverables free of defects. HLMG Co's choice shall be made at reasonable discretion.

10.4 If the Supplementary Performance fails within a reasonable period of time to be set by HLMG Co, HLMG Co shall be entitled to withdraw from all or part of the Agreement without paying compensation or demand a reduction of price or, at Supplier's expense, perform himself or have performed repairs or replacements and claim damages instead of performance of the Agreement. There is no need to set a reasonable time period in case Supplier refuses the Supplementary Performance in a definite manner or in case of special circumstances that justify the immediate assertion of the aforementioned rights taking into account the interests of HLMG Co and Supplier.

10.5 HLMG Co shall be entitled to carry out repairs or have them carried out at Supplier's expense without setting a deadline if Supplier is in delay with the delivery of the Deliverables.

10.6 The same shall apply in the event that immediate repairs are required in HLMG Co's interest to avoid delay to the HLMG Co or due to any other urgency.

10.7 The foregoing shall not limit any further or other rights or claims of HLMG Co provided by applicable law.

10.8 In case Supplier carries out Supplementary Performance pursuant to Section 10.3, for these Deliverables the full warranty period set forth in Section 10.2 shall start anew.

10.9 Defective Goods shall be returned at Supplier's expense and risk.

11. Liability for the Infringement of Intellectual Property Rights

11.1 Supplier warrants and undertakes that the Deliverables do not infringe, misappropriate, or otherwise violate any Intellectual Property Rights of any third party, and that HLMG Co's use of the Deliverables in accordance with the Agreement will not infringe any Intellectual Property Rights of any third party.

11.2 Notwithstanding any other provision herein, if any Deliverable supplied by Supplier infringes or is alleged to infringe any Intellectual Property Rights, or if any Deliverable supplied by Supplier is or becomes the subject of any claim for infringement or encroachment, HLMG Co reserves the right to suspend and/or otherwise deal with such Deliverable as HLMG Co deems fit and/or to immediately terminate the Agreement without prejudice to any rights or remedies which HLMG Co may have against Supplier under the Agreement or at law arising from such infringement or alleged infringement.

11.3 Without prejudice to the foregoing, Supplier shall defend, indemnify and hold HLMG Group harmless from and against all and any damage, loss, cost and expense that HLMG Group incurs or suffers arising out of or in connection with a third party claim that the Deliverable infringes any Intellectual Property Rights of others.

11.4 If any Deliverable is, or in HLMG Co's opinion is likely to become, the subject of an infringement claim, then Supplier, at its sole option and expense, shall either:-

i. obtain for HLMG Co, the right to continue using the Deliverable under the terms of the Agreement;
ii. replace the affected Deliverable with a non-infringing Deliverable that is substantially equivalent in function, or modify the affected Deliverable so that it becomes non-infringing while remaining substantially equivalent in function; or
iii. refund to HLMG Co the portion of the price paid to Supplier for the affected Deliverable giving rise to the infringement claim;

without prejudice to any other rights or remedies which HLMG Co may have against Supplier under the Agreement or at law arising from such infringement or alleged infringement.

12. Subcontracting to Third Parties

12.1 Subcontracting to third parties shall not be permissible without HLMG Co's prior written consent. In case of subcontracting without HLMG Co's prior written consent, HLMG Co shall be entitled to withdraw from all or part of the Agreement and to claim damages.

12.2 Any such consent shall not relieve Supplier of its obligations under the Agreement, and Supplier shall remain fully responsible and liable for the acts, omissions, defaults and performance of its subcontractors as if they were the Supplier's own.

13. Material provided by HLMG Co

13.1 Material provided by HLMG Co to Supplier shall remain the property of HLMG Co and shall be clearly marked and stored separately at no cost for HLMG Co. The material shall only be used for HLMG Co's orders. Supplier shall compensate HLMG Co for depreciation in value or loss. This shall also apply to material provided for and on Supplier's account for the Agreement.

13.2 Supplier shall process or transform the material for HLMG Co who shall become the direct owner of the new or transformed item. If this is prohibited by law, HLMG Co and Supplier agree, that HLMG Co shall at all times during processing or transformation become the owner of the new item. Supplier shall apply due and proper care in keeping the new item at no cost to HLMG Co.

14. Tools, Patterns, Samples, Secrecy, etc.

14.1 Tools, patterns, samples, models, sections, drawings, standards, forms, documents and gauges, etc. provided by HLMG Co to Supplier, as well as items made together with or for HLMG Co, shall not be passed on to third parties nor used for purposes other than those specified in the Agreement without HLMG Co's prior written consent. They shall be safeguarded against unauthorized inspection or use. Subject to any further rights, HLMG Co shall be entitled to demand their return to HLMG Co, if Supplier violates this clause.

14.2 Supplier is not entitled to disclose information to third parties received from HLMG Co, unless such information is of a general nature or was otherwise lawfully in his possession. Where HLMG Co has agreed to disclosure by Supplier to third parties, Supplier shall ensure that such third parties are bound by corresponding confidentiality obligations in writing.

15. Insurance

15.1 Supplier is obliged to ensure transit insurance according to the agreed risk transfer.

16. Right of Termination

16.1 HLMG Co's right to terminate the Agreement shall be immediate and without prior written notice upon the occurrence of any of the following events:

i. a breach of any covenant, representation or warranty hereunder by Supplier and where the same is capable of remedy, is not remedied upon the expiry of seven (7) days after written notice thereof shall have been given by HLMG Co to Supplier;
ii. in the event of (a) any change in the active management or ownership of Supplier or (b) the sale, transfer or other disposition of all or substantially all of the assets of Supplier or any affiliate, division or unit of Supplier, either of which HLMG Co, in its sole discretion, believes may have an adverse effect on Supplier's ability to fulfil its obligations under the Agreement;
iii. any proceeding in bankruptcy, insolvency, reorganization or arrangement for the appointment of a receiver or trustee to take possession of Supplier's assets or any other proceeding under any law for relief from creditors shall be instituted by or against Supplier (and such proceeding is not dismissed within sixty (60) days from the filing date); or
iv. if Supplier shall make an assignment for the benefit of its creditors, ceases or suspends payment of its debts, is unable to pay its debts as they fall due, a provisional administrator in insolvency is appointed or insolvency proceedings are initiated.

16.2 In addition to all of the other rights which HLMG Co may have to terminate the Agreement, HLMG Co shall have the further right, without assigning any reason therefor, to terminate this Agreement or to terminate any work hereunder, in whole or in part, at any time, by giving Supplier not less than thirty (30) days' written notice. Upon such termination, HLMG Co shall not be liable to Supplier for any costs for completed items, items in process or materials acquired or contracted for, if such costs were incurred more than the permitted number of days prior to the delivery dates as stated in the Agreement or, if none is stated, thirty (30) days. Further and without prejudice to anything contained in Section 16.3 hereof, if the parties cannot agree on the amount of compensation to Supplier for such termination within fourteen (14) days from the date of termination notice issued by HLMG Co:

i. HLMG Co will pay the price for all items completed in accordance with the Agreement and not previously paid for unless said item(s) is part of Supplier's standard commercial items; and
ii. HLMG Co will pay the price for items in process and for all materials acquired or contracted for within the time specified in the Agreement for the purpose of fulfilling the Agreement which Supplier proves with documentary evidence that Supplier is unable to cancel, return or otherwise use in Supplier's operations.

PROVIDED ALWAYS THAT the total compensation payable hereunder shall not in any event exceed the amount stated in the Agreement. Should HLMG Co so desire, the compensation amount shall be subject to audit by HLMG Co at its own expense.

16.3 Upon termination of the Agreement for whatsoever reasons:
i. where termination is in accordance with Clause 16.1, Supplier shall be liable to pay damages to HLMG Co for such default on Supplier's part;
ii. without prejudice to the foregoing, HLMG Co shall be entitled to deduct from and set-off against any amounts payable to Supplier, any costs, expenses and damages for which Supplier is liable to pay to HLMG Co under the Agreement; and
iii. HLMG Co shall be entitled to use available equipment or Deliverables which have already been provided by Supplier in order to continue the work, in return for appropriate payment.

and thereafter the Agreement shall be null and void and be of no further effect save for any antecedent breaches.

17. Compliance with Laws; Corporate Social Responsibility; Environmental Protection, Safety and Health (ESH); Audit

17.1 Supplier shall comply with all laws, rules and regulations applicable (including in the country of origin, country of receipt, country of shipment, and in the HLMG Co-identified country of destination, if provided) to the manufacture, sale and supply of the Deliverables or otherwise in performance of the Agreement, including without limitation laws, rules, and regulations regarding labour standards, safety and health, and protection of the environment. In addition, Supplier shall ensure that third parties according to Section 12 comply with these laws, rules, and regulations.

17.2 Supplier shall comply with HLMG Co's Supplier Code of Conduct and ethics available at www.hlmg.com.my, which might be amended from time to time based on applicable legal requirements. Where the Deliverables are supplied to Malaysia Pacific Industries Berhad [Registration No. 196201000323 (4817-U)], or any of its direct or indirect subsidiaries, the Supplier shall also comply with the Responsible Business Alliance [Code of Conduct Version 8.0 (Year 2024)], or such updated version as may be applicable from time to time and made available at www.responsiblebusiness.org/code-of-conduct (by demonstrating compliance with labour, ethics, health and safety, environmental, and management scheme practice through its values and policies). Supplier shall at all times respect the principles of the UN Global Compact.

17.3 Supplier shall comply with the applicable ESH requirements and requirements regarding the employment of foreign personnel during the performance and fulfilment of the Agreement and at its cost be responsible for providing and securing any relevant permits or licences required by applicable law.

17.4 In the event that the Deliverables are classified as hazardous under applicable laws or regulations, Supplier shall comply with all requirements of such laws and regulations, including to affix the applicable labelling. Prior to the first delivery, Supplier shall provide HLMG Co with a

Material Safety Data Sheet (MSDS) in accordance with the applicable laws or regulations. In the event of any changes, Supplier shall provide an updated MSDS highlighting such changes to the relevant procurement department of HLMG Co. On request, Supplier shall provide HLMG Co with any additional information necessary to guarantee appropriate ESH measures. Radioactive substances shall be declared in advance. Supplier shall comply with any legal requirements related to dangerous goods.

17.5 HLMG Co and/or any third party authorized by HLMG Co shall be entitled to conduct audits at Supplier's premises and production sites in order to verify Supplier's compliance with the requirements according to this Section 17.

18. Declaration of Conformity and Radiation Safety

18.1 Supplier shall ensure and warrant that the Deliverables, if consisting of or comprising units, machines or equipment (or parts thereof) which are required to comply with certain standards and/or requirements pursuant to the applicable laws and regulations, comply with the applicable standards and/or requirements and are, if required, duly certified. Supplier shall provide a corresponding declaration of conformity to HLMG Co. In case that any laws or regulations regarding radiation safety requirements apply to the Deliverables, Supplier shall provide HLMG Co with the whole set of information necessary to obtain the respective radiation safety permits immediately after conclusion of the Agreement.

19. Indemnity

19.1 Supplier shall indemnify HLMG Co against any and all losses, damages, costs, claims, demands, expenses and liabilities whatsoever which HLMG Co may incur whether directly, or as a result of:

i. personal injury or death of any person or in respect of any loss or destruction or damage to property attributable to any defect in the Deliverable or Supplier's performance of its supply obligations; and/or

ii. any action, claim or demand of any third party by reason of any breach by Supplier of the Agreement or of any terms or obligations of any applicable law or regulation or any contractual obligation relevant to the Agreement or the Deliverable; and/or

iii. any breach by Supplier of applicable laws in the performance of the Agreement. In case any performance of the Agreement is required within HLMG Co's premises, Supplier shall not use or hire anyone in contravention of any applicable laws and regulations in force and shall comply with all safety and security directives of HLMG Co at all times.

20. Anti-Bribery and Corruption

20.1 Supplier shall, at all times, comply with, and ensure that all its affiliated companies comply with, all applicable anti-bribery and corruption laws and regulations, as well as the HLMG Co’s Anti-Bribery and Corruption Policy, an electronic version of which is available at www.hlmg.com.my.

21. Withholding Tax

21.1 Withholding tax, where applicable under the prevailing tax laws of Malaysia shall be deducted from the payment due to Supplier and the balance of the payment shall be remitted to Supplier. The tax withheld shall be paid to the tax authorities by HLMG Co and the relevant tax receipts issued by the tax authorities shall be returned by HLMG Co to Supplier in due course.

21.2 Supplier must support any claim for reduction of withholding tax under relevant Double Taxation Agreement with required documentation (i.e. Certificate of Residences) attached to the invoice. HLMG Co is obliged to withhold the full amount of withholding tax at the prevailing rate where required documentation is missing or inadequate, in the opinion of HLMG Co.

22. Applicable Law and Jurisdiction

22.1 The Agreement shall be governed by and construed in accordance with the following laws, without reference to its conflict of law provisions:

i. the laws of the People's Republic of China, if HLMG Co is incorporated or established in the People's Republic of China;
ii. the laws of Malaysia, if HLMG Co is incorporated or established in Malaysia; or
iii. the laws of Singapore, if HLMG Co is incorporated or established in any other jurisdiction.

The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall be excluded.

22.2 Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, shall be resolved in the following manner:

i. if HLMG Co is incorporated or established in the People's Republic of China, by arbitration administered by the Shanghai International Arbitration Centre in accordance with the Arbitration Rules of the Shanghai International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Shanghai, China. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English. The award rendered by the arbitration shall be final and binding on the Parties. The law governing the arbitration agreement shall be the laws of the People's Republic of China.

ii. if both HLMG Co and Supplier are incorporated or established in Malaysia, the parties to the Agreement submit to the non-exclusive jurisdiction of the Courts of Malaysia. However, nothing in the Agreement shall preclude either Party from seeking interim measures of protection in any court of competent jurisdiction.

iii. in all other cases, by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English. The award rendered by the arbitration shall be final and binding on the Parties. The law governing the arbitration agreement shall be the laws of Singapore.

Nothing herein shall preclude either party from seeking injunction or other reliefs in any court of competent jurisdiction. The courts at the seat or venue of arbitration shall not have exclusive jurisdiction to entertain such applications.

23. Miscellaneous

23.1 Supplier may not assign the Agreement, transfer its obligations or assign its rights hereunder without the prior written consent of HLMG Co.

23.2 Nothing in this Agreement shall be construed to imply the existence of a contractual relationship or privity of contract between any member of the HLMG Group and Supplier or to make HLMG

Co the agent or representative of the HLMG Group and further, HLMG Co shall not be construed to hold itself out as such agent or representative, nor shall HLMG Group be liable for or bound by any act or omission of HLMG Co in respect of the Agreement.

23.3 None of the rights and remedies granted to HLMG Co under the Agreement shall be exclusive, and such rights and remedies shall be in addition to any other rights and remedies available to HLMG Co under the Agreement and applicable law. All such rights and remedies may be exercised concurrently, and the exercise of any one right or remedy shall not preclude the exercise of any other right or remedy, whether under the Agreement or under applicable law.

23.4 No failure or delay by HLMG Co in exercising any rights hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude any further exercise thereof or the exercise of any other right.

23.5 If any provision of the Agreement or the application thereof to any situation or circumstance shall be invalid or unenforceable, the remainder of the Agreement shall not be affected, and each remaining provision shall remain valid and enforceable to the fullest extent permitted by law.

23.6 A person and/or entity who is not a party to the Agreement, has no right to enforce any term of the Agreement.

23.7 Supplier shall not make any public announcement, press release, industry trade magazines announcement or other form of communication to the press regarding the collaboration between HLMG Co and Supplier without HLMG Co's prior written consent.

23.8 Any amendments, supplement or cancellation of the provisions of the Terms and Conditions shall not be effective and binding unless the same shall be in writing and duly executed by HLMG Co. Notwithstanding the aforesaid, HLMG Co reserves the right to amend and vary the terms and conditions herein contained from time to time without notice or reference to Supplier by publishing the updated version on www.hlgm.com.my. Supplier shall be responsible for visiting HLMG Co's website from time to time to read the latest Terms and Conditions and shall be bound by the Terms and Conditions as added, amended, modified and/or varied by HLMG Co from time to time upon such added, amended, modified and/or varied Terms and Conditions being published by HLMG Co.

23.9 If any provision of the Agreement or the application thereof to any situation or circumstance shall be invalid or unenforceable, the remainder of the Agreement shall not be affected, and each remaining provision shall be valid and enforceable to the fullest extent.

23.10 The Agreement and any other agreement(s) referred to in the Agreement, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous communications, discussions, understandings, agreements and negotiations between the parties with respect to such subject matter hereof.

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