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Version 08/2024

General Terms and Conditions of Sale and Supply (GTC)

Applicable to business transactions with companies, public law entities and separate public law assets.

1. General

1.1 This version of the General Terms and Conditions of Sale and Supply (hereinafter referred to as "GTC") is valid from 1 August 2024 and supersedes all previous versions.

1.2 No deviations from this GTC will be accepted unless expressly approved in writing. They also prevail if we carry out the delivery to the buyer without reservation in the knowledge that the conditions of the customer are contrary to or different from these GTC.

1.3 This GTC, including with the Terms and Conditions herein, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communication regarding such subject matter, whether written or oral. Except as otherwise specifically set forth herein, this GTC, including the Terms and Conditions, may not be amended except in a writing signed by both parties

2. Submission of Offers and Orders

2.1 Our offers are subject to change without notice.

2.2 First orders are deemed to be accepted only if they have been submitted in writing. Subsequent agreements are deemed to be entered into only when confirmed in writing.

3. Withdrawal, Force Majeure

3.1 The buyer does not have the right to withdraw from the contract unless we are in default after he has set us a reasonable period of grace to perform the services under the contract.

3.2 We are entitled to withdraw from the contract if the buyer fails to meet his payment obligations vis-à-vis us or third parties after a reasonable period of grace has expired. The statutory rights of the seller or the supplier to terminate the contract shall not be affected hereby.

3.3 In the event of Force Majeure and, in particular, in the event of certain measures taken by the authorities, of inevitable defects, delays and restrictions affecting the supply of raw materials, auxiliary items, consumables, power, water and other energy, in the event of

absent means of transport or of traffic hindrances that have not been caused by us, in the event of labour disputes, war, civil unrest and similar incidents, we shall be entitled to restrict or stop delivery for the duration of the event of Force Majeure or rescind the contract.

3.4 Without limiting the foregoing, we shall not be liable for any delay or interruptions in performance under this GTC, which is caused by any condition that is beyond the control of us, including, without limitation, strikes, riots, acts of terrorism, acts of God, failure of power, telecommunications or connectivity failure, computer malfunctions, restrictive governmental laws or regulations and unavailability of materials and goods used in the Products.

4. Liability

4.1 Should we be obliged to pay damages; our liability is limited to wrongful intent and gross negligence. Liability for unforeseeable, indirect and consequential damage is excluded.

4.2 These limitations of liability do not apply in the event of a breach of contractual obligations that ensure proper performance of the contract and that the buyer did and was permitted to rely on and whose non-fulfilment puts at risk the purpose of the contract.

5. Delivery, Determination of Quantities

5.1 Delivery dates are only binding if expressly confirmed in writing. Our obligation to supply the buyer depends on the timely and proper fulfilment of the obligations by the buyer.

5.2 Even in the event of carriage-paid and CIF deliveries, the risk shall pass on to the buyer as follows: If an independent trader requests delivery to a place other than the place of performance, the risk passes on to the buyer as soon as the goods are ready for delivery or have been collected. If shipping and/or delivery is delayed for reasons that are due to the buyer or if the buyer delays acceptance due to other reasons, the risk passes to him.

5.3 The quantity of goods will be determined by us. It is binding on the buyer and the basis for the price calculation.

6. Containers

6.1 If FUCHS requires use of returnable container, cost to such returnable containers shall remain with customer and the said containers will be returned to FUCHS in good condition undamaged, empty and with all the bungs and stopcocks in place (normal wear and tear accepted) within 90 days of product delivery. FUCHS reserves the right for a returnable containers deposit at its sole discretion.

6.2 Containers supplied by the buyer (including tankers) must be returned to our filling facility clean and ready to be filled. If deliveries are made in containers provided by the buyer, we are not obliged to examine the containers for suitability or cleanliness. Such

containers shall be used at the buyer's risk. We shall not be responsible for the contamination of goods due to dirty containers.

6.3 Loaned tankers are made available for delivery on a rent-free basis and must be returned to the filling station within 48 hours at the latest. Thereafter rent will be charged. The costs of returning empty tankers shall be borne by the buyer. The buyer shall be responsible for any damage to rented containers and tankers even if caused by Force Majeure.

6.4 In the event of deliveries in road tankers, the buyer must ensure that immediate unloading can take place. The buyer is responsible for all costs and damage caused by the delayed unloading of tankers. If cargo residues amount to more than 10% of the ordered quantity, a credit note reflecting the selling price will be issued. If such residues have been caused by the buyer, the costs arising from supplying and removing such residues will be charged to the buyer.

7. Provision of Samples and Quality Details

Analytical data and other quality details are given in good faith, in line with current state-of-the-art and our development. The samples reflect the current average nature of the goods unless specific product characteristics have been agreed for a defined period of time.

8. Quality complaints

8.1 Obvious defects, i.e. defects of title or material defects, incorrect quantities or wrong deliveries as well as the lack of quality or durability that may have been guaranteed by us with regard to the goods supplied or the services rendered (defects), shall be reported forthwith but no later than 2 days after receipt of the goods; defects that cannot be detected during regular receiving inspections shall be also reported in writing forthwith but no later than 7 days after detection. The product must still be in the original container and still be located at the point of delivery. The buyer shall maintain any rights of recourse that he may have against transport companies. If a complaint is made about the quality of the delivered product, a sample weighing one kilogram at least must be returned and all the remaining products including any goods in use must be stored in a safe place. The seller must be given the opportunity to take all required measures to examine the item in question on site.

8.2 In the event of justified complaints, we shall be entitled vis-à-vis independent traders, at our discretion, to remedy the defect or supply goods that are free from defects to the buyer (subsequent performance). If this subsequent performance fails or is unacceptable to the buyer, the buyer may either rescind the contract or reduce the purchase price. Further claims resulting from a defect can only be made by the buyer according to clause 4; it shall be excluded for all remaining cases.

8.3 If the buyer is no independent trader and if a replacement delivery made by us fails, the buyer shall be entitled to reduce the price or rescind the contract at his discretion.

8.4 The period of limitations for claims for damages is three months after the circumstances causing the claim have become known or three months from the day on which the buyer should, without gross negligence, have become aware of these circumstances.

9. Prices

9.1 Unless a price was agreed with the buyer, billing shall, in general, be made on the basis of the price applicable on the day when the order was placed. We reserve the right to adjust the price if the costs of raw material, energy and production as well as taxes are increased. The buyer shall be entitled to rescind or terminate the contract if the increase results in a price that is at least 5% higher than the price that was valid on the day when the order was placed. All prices include free delivery to the buyer's address if the goods are sent by lorry and, in the case of rail delivery, they are delivered free of charge to the receiving station. All prices are exclusive of the respective Sales Tax.

9.2 Subject to section 3 and unless otherwise agreed in writing, the confirmed prices are valid for 30 days.

9.3 We reserve the right to change prices, even in case of final or fixed price agreement, at any moment without notice, if and as soon as fiscal duties (such as mineral oil tax, waste oil levies, etc.), transport costs that are binding under collective agreements, raw material prices and other costs change significantly. After the confirmed period has expired, new price agreements will be entered into. Until they have been entered into, the above-mentioned prices will continue to be valid. If the increase amounts to more than 5% of the agreed price, the customer shall be entitled to withdraw from the contract (right of termination or rescission of the contract).

9.4 We reserve the right to invoice a surcharge plus Sales Tax for small quantities, and in the case of very small quantities we only deliver on a cash-on-delivery basis.

10. Payment

10.1 Payment term is subject to management decision of FUCHS LUBRICANTS MALAYSIA SDN. BHD.

10.2 If payment is not received by the due date, we shall be entitled: (1) to charge interest on the outstanding amount at the rate of 18% (eighteen percent) per annum and (2) to require the Buyer to make a payment in advance of any delivery not yet made.

10.3 Off-setting as well as exercising a lien or a right of retention against us is only permitted in the case of claims that have been recognised by us or that have been established in a legally binding way by a court provided that they result from the same contractual relationship.

10.4 Only employees of our company who are authorised to collect payments are entitled to collect invoiced amounts.

10.5 The place of performance for payments is Petaling Jaya, Malaysia.

11. Retention of Title

11.1 Until full payment is made, we retain title to all goods supplied during a business relationship. Hence, during that period, the buyer is neither entitled to use the goods for purposes other than to operate his regular business, nor to pledge them to third parties nor to transfer them as collateral. The buyer assigns his claim to the payment of a purchase price for selling goods in which we retain title, to us as collateral for our purchase price claim.

11.2 The buyer has the right to collect any assigned claims as long as he fulfils his contractual payment obligations towards us. If the buyer fails to fulfil these obligations, we are entitled to the collected amounts, which need to be separated from the rest.

11.3 If the buyer proceeds to work with or process the goods that are subject to retention of title, he or she shall do so on our behalf without such actions resulting in any obligations to us. Should he or she process, combine, mix or blend the goods with other goods that have not been supplied by us, we acquire co-ownership of the newly created goods the proportion of which shall be based on the difference between the invoiced value of the supplied goods and the value of the processed goods upon the time of their being processed, combined, mixed or blended. If the buyer, by virtue of law, acquires sole ownership of the item, he or she concedes to us now co-ownership of the new item at the aforementioned proportion and undertakes to store that item for us free of charge. Sections 1 and 2 shall apply accordingly.

11.4 If the value of the claims and collateral assigned to us exceeds the value of our claims by more than 20%, we undertake to release the respective collateral at our discretion if the buyer requests it.

12. Export

Due to statutory embargo provisions (e.g. in Germany, the EU or the US) we explicitly inform you that products supplied by us may be subject to specific export restrictions. The breach of export restrictions may have consequences under criminal law. If the buyer intends to use the goods for export purposes, he shall be obliged to indicate the recipient country prior to despatching the goods.

13. Sanction Package against Russia and Belarus

The buyer must not, directly or indirectly, sell or re-export Goods (including technical support or services related to such Goods, "Services") to/ for use in in Russia, Belarus, the territories Crimea, Donetsk, Luhansk and any further, if any, self-proclaimed republic on the territory of the Ukraine. In case of violation, FUCHS LUBRICANTS MALAYSIA SDN BHD is entitled (i) to terminate the entire or parts of the business relationship with the buyer with immediate effect, (ii) to stop any deliveries of Goods (including rendering of Services) with

immediate effect, and/or (iii) to any other adequate remedies (including, but not limited to, compensation of any damages, losses, and expenses).

14. Jurisdiction, Place of Performance and Legal Venue

14.1 Malaysian law shall apply. In addition, the final valid version of the Incoterms shall apply to our transactions with other countries unless they differ from this GTC and any other separate agreement.

14.2 If any provision of these conditions and of any further agreements entered into were to be or to become ineffective, invalid, illegal or unenforceable, the validity of the remaining provisions shall not be affected hereby.

14.3 Place of performance as far as delivery is concerned is always the location from which shipping takes place.

15. General provisions

15.1. If any provision of these conditions and of any further agreements entered into were to be or to become ineffective, invalid, illegal or unenforceable, the validity of the remaining provisions shall not be affected hereby.

15.2. These General Purchasing Conditions are available in Bahasa Malaysia and in English language. In case of discrepancy, the English version of the General Purchasing Conditions shall prevail.

15.3. With regard to the contractual relationships, it is exclusively Malaysian law that shall apply excluding the Conflict of Laws provisions and the United Nations Convention of Contracts for the International Sale of Goods (CISG).

16. Personal Data Protection

16.1 The buyer acknowledges and understand that personal data of its shareholders, directors, employees, contractors and/or agent (“Relevant Person”) may be collected and processed by us for the purposes related to the performance of this agreement and other legitimate business purpose (“Purpose”). To the extent that personal data is disclosed to us, the supplier represents and warrants that the appropriate consents have been obtained from the Relevant Persons or that it is otherwise entitled to provide the personal data to us and to permit us to process the personal data for the Purpose.

16.2 The term “personal data” and “process” shall have the meaning set out in Section 4 of the Malaysian Personal Data Protection Act 2010 (“PDPA”).