

GENERAL TERMS AND CONDITIONS OF PROPOSAL AND SALE

1. DEFINITION AND INTERPRETATION

- 1.1 "Buyer" means the person who accepts a Proposal of the Seller for the sale of the Products or whose order for the Products is accepted by the Seller.
- 1.2 "Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.
- 1.3 "Products" means the goods (or any parts thereof) and/or services set out in the Proposal and/or acceptance of any order (or any part thereof) which the Seller is to supply and/or deliver in accordance with these Conditions.
- 1.4 "Proposal" means the Conditions and the Proposal overleaf issued by the Seller to the Buyer.
- 1.5 "Seller" means Voltek Energy Sdn. Bhd. and / or any of its subsidiary and/or associated company(ies) and includes their respective successors in title, permitted assigns and legal representatives.
- 1.6 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended to the relevant time.
- 1.7 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF THE SALE

- 2.1 The Buyer agrees to comply with the Proposal, the Conditions, including any supplements and appendices thereto, and all specifications and other documents referred to in the Proposal or herein, all of which are incorporated herein by reference, and are collectively referred to as "Agreement". Written acceptance or performance of the Proposal by the Buyer shall be deemed acceptance thereof and of the Agreement.
- 2.2 The Seller shall sell and the Buyer shall purchase the Products in accordance with any written Proposal of the Seller which is accepted by the Buyer, or any written purchase order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern such sale and purchase to the exclusion of any other terms and conditions that the Buyer seeks to impose and/or incorporate. Where the Buyer seeks to impose and/or incorporate any terms and conditions resulting from the acceptance of the Proposal or order of any Products from the Seller which are different from or in addition to these Conditions, the Seller hereby objects to and rejects such terms and conditions and no such terms and conditions shall be considered as part of the contract between the parties.
- 2.3 These Conditions supersede all prior agreements, proposals, understanding and/or discussions.
- 2.4 No variation to these Conditions shall be binding unless agreed in writing between the Buyer and the Seller.

3. ORDERS

- 3.1 Unless stated otherwise in the Proposal, any Proposal of the Seller shall only remain valid for thirty (30) days from the date of the Proposal.
- 3.2 Unless indicated otherwise in the Proposal, all order of the Products shall be placed by the Buyer by way of a purchase order and no purchase once submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller or its authorized representative.
- 3.3 The Seller reserves the right to withdraw any offer made in the Proposal at any time prior to the acceptance of the order in accordance with this Clause.
- 3.4 Notwithstanding Clause 3.3 above, prior to the delivery and/or installation of the Products, the Seller may review Buyer's credit as hereby authorized by the Buyer, and the Seller shall have the right to terminate this Agreement in its sole discretion based on the outcome of such credit review.
- 3.5 The Seller's obligation to deliver and/or install the Products are conditioned on such work falling within the Seller's standard scope, which assumes standard wage rates, no unforeseen site conditions, no significant upgrades to existing electrical works, and customary government costs, taxes and fees (whichever is applicable).
- 3.6 The Seller has the right to update the Proposal if, upon further diligence regarding the Site, the Seller determines that there are conditions outside of the standard scope. If Buyer does not reject the updated Proposal within thirty (30) days and cancel this Agreement, the changes will be deemed accepted.
- 3.7 In addition, the Seller may in its sole discretion determine that because of issues beyond the standard scope, the Seller will not install the Products. In such case, the Seller may terminate this Agreement by notice to Buyer, and if applicable shall refund any amount paid by the Buyer.

4. DELIVERY

- 4.1 Delivery terms are as specified in the Proposal and any delivery of the Products shall be subject to stock availability and partial delivery shall be allowed. The scheduled delivery date(s) is determined from the date of acceptance by the Seller of any order placed by the Buyer or on the date all information is furnished by the Buyer to the Seller upon the Seller's request, whichever is later. Any scheduled delivery dates are merely an estimate or approximate dates of delivery and not a guaranty of the date of delivery. The Seller shall not be liable for any loss, damage, charges, costs, expense, claims and/or penalty arising out of or in connection with any late delivery. The Buyer waives the right to make any deduction from payments due to the Seller in respect of any set-off or counter-claim unless the Seller agrees in writing. The Buyer shall assume all risk of loss or damage to the Products upon delivery by the Seller to the carrier at the point of delivery and/or upon completion of installation (whichever is applicable).

4.2 However, the Seller shall remain the owners of the goods forming the subject of each delivery until such time as all payments referring to that delivery have been completed and the title of the Products shall pass to the Buyer upon receipt of full payment for the Products.

4.3 Unless stated otherwise, all price quoted in the Proposal shall include one time delivery charges. Should the Buyer requires the Products to be delivered in two or more separate deliveries, separate charges will be imposed on the Buyer by the Seller.

5. ACCEPTANCE OF PRODUCTS

5.1 Products sold and delivered shall deem to be accepted unless a written notice stating otherwise is received by the Seller within fourteen (14) days from the date of delivery to the Buyer.

5.2 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing by the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

5.3 No return or exchange shall be allowed unless otherwise agreed upon in writing by the Seller subject to any request for return or exchange must be made within seven (7) days from date of the invoice and the Buyer must pay an amount equivalent to 25% of the original quoted price of the Products in question to the Seller for such return or exchange.

5.4 In the event there is any return or exchange required by the Buyer within clause 5.1 herein, the Buyer shall bear the costs and expenses incurred by the Seller including the labour charges and material used to make good the products.

6. PRODUCTION MODIFICATION AND/OR DISCONTINUATION (IF APPLICABLE)

6.1 The Products shall be supplied in accordance with the description contained in the Seller's Proposal.

6.2 The Seller may from time to time modify or discontinue the supply of the Products, provided that any Products for which any purchase order has already been accepted or confirmed by the Seller before such a proposed modification or discontinuation shall still be delivered by the Seller.

7. PRICES AND PAYMENT

7.1 Unless stated otherwise in the Proposal, the price of the Products shall be at the Seller's quoted price in the Proposal, and the price is exclusive of:

(a) any tooling, fixtures, engineering and/or manufacturing expertise (if applicable). Any tooling, fixtures, engineering and/or manufacturing expertise (if applicable) shall be charged separately;

(b) fees and expenses for any technical advice and assistance incurred or to be incurred in connection with installation, testing, commissioning and adjustment necessary to put the Products into operation. The Products shall be installed, tested, commissioned and adjusted by and at the risk of the Buyer. At the request of the Buyer and subject to the terms and conditions to be mutually agreed upon, the Seller may send its engineer(s) and/or technician(s) to the place where the Products are to be installed to provide the necessary technical advice and assistance.

(c) any applicable taxes imposed by the relevant authorities which the Buyer shall be additionally liable to pay to the Seller.

7.2 Payment terms are as specified in the Seller's Proposal but in no event be later than fourteen (14) days from the date of delivery of the Products to the Buyer unless otherwise agreed in writing by the Seller.

7.3 The prices and terms of payment stated in the Proposal and/or invoice are not subject to any discount, rebate or modification. Notwithstanding the foregoing, where at anytime between the date of acceptance of order and the payment date, there is an increase in the Products' cost to the Seller due to:

(a) any new legislation or regulations;

(b) any additional taxes, duties or tariffs; or

(c) any change in the foreign currency exchange rates;

then, in the case of (a) and (b), such an increase shall be added to the invoice and be payable by the Buyer, and in the case of (c), the invoice may be adjusted by the mutual consent of the Seller and the Buyer; or cancelled at the Seller's option without any liability thereof to the Buyer and/or penalty whatsoever.

7.4 If the Buyer fails to make any payment to the Seller when payment is due, then without prejudice to any other rights and remedies the Seller may have:

(a) Interest shall accrue daily from the date when payment becomes due at the rate of 1.5% per month (18% per annum) on all the outstanding amount; and

(b) The Buyer shall be liable to reimburse the Seller for all costs, expensed including but not limited to legal fees incurred by the Seller in recovering such amounts from the Buyer.

7.5 The Seller shall be entitled to alter or suspend credit to the Buyer, cancel any order by the Buyer and/or suspend further deliveries to the Buyer whenever the payment history or financial status of the Buyer is deemed by the Seller to warrant such actions.

8. SHORTAGE

8.1 Credit will not be given for shortage in the ordered quantities unless the Buyer notified the Seller in writing of such shortage within seven (7) days of delivery of the Products.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 Any license, right or other interest in any intellectual or other property or rights comprised in the Products or in any designs, drawings, or specification relating to the Products, tooling, machinery, know-how, patent, utility model, trademark, copyright, industrial design now and hereinafter owned or controlled by the Seller ("Intellectual Property") shall remain as the sole property of the Seller. Nothing in these Conditions confers or is deemed to confer on the Buyer any license, right or other interest in any Intellectual Property of the Seller, which are vested in the Seller.

9.2 The Seller shall not be held responsible for any infringement of any intellectual property rights belong to any third party which is caused by the Buyer's act or omission including but not limited to specification or its instructions or information provided to the Seller and/or any dispute or claims arising out of, relating to or in connection with such infringement shall be solely and fully responsible by the Buyer. The Buyer agrees to indemnify the Seller and keep the Seller fully indemnified against all losses, damages, costs and expenses incurred and to be incurred by the Seller arising out of, relating to or in connection with such infringement.

9.3 If the Buyer becomes aware of any infringement or potential infringement of any of the Seller's intellectual or other property or other rights (in the Products or if the Buyer becomes aware of any claim by a third party that a product supplied by the Seller infringes the intellectual) or other property or other rights of that third party, the Buyer shall immediately notify the Seller in writing of the infringement or potential infringement or claim and will give every assistance to the Seller in that connection that the Seller may reasonably require.

10. DESIGN

10.1 The Buyer shall provide to the Seller complete and accurate information, drawings and specifications complying with all the appropriate standard including but not limited to International Organization for Standardization (ISO) Standards required for the manufacturing of the Products (if any).

10.2 The Seller maintains the right to cease all progress and manufacturing of the Products without liability should any information, drawings and/or specifications provided by the Buyer is in conflict, error, incomplete or inadequate in any way to produce the Products.

10.3 The Proposal provided by the Seller is based upon information, drawings, plan, specifications and/or samples provided by the Buyer to the Seller.

10.4 The Buyer shall be solely responsible for the design of the Products, performance of the Products according to the design and/or any fitness for purpose or intended use of the Buyer, to which all are hereby expressly excluded from the Seller's liability (if any).

11. WARRANTY

11.1 Unless stated otherwise in the Proposal, the Seller warrants the Products to be free from defects in material and workmanship ("Warranty") for a period of one (1) year ("Warranty Period") and the warranty for any goods supplied shall be in accordance with the product warranty given by the manufacturer (if applicable). Any Products found to be defective by the Buyer must be delivered to the Seller at the location specified by the Seller for inspection and examination at the Buyer's costs. Upon examination, the Seller shall, at its sole option, refund the purchase price of, or repair or replace at no charge any Products found to be defective and such a defect is attributable to the Seller. A Product repaired or replaced under this Warranty will be warranted only for the remainder of the original Warranty Period. Any replacement parts or Products will be provided on exchanged basis in that should the Buyer fails to return the defective parts of Products to the location as specified by the Seller within seven (7) days from the date of delivery of the replacement parts of Products, the Buyer shall be deemed to have purchased the replacement parts or Products at its full retail price and will be invoiced by the Seller accordingly. This Warranty extends to the original Buyer only, and does not apply to:

(a) any defects resulting from the improper conditions, improper environments, improper handling or improper usage, abuse, improper storage, improper installation, improper maintenance, improper configuration and/or improper operation contrary to the recommendations contained in the instruction manual, the user's manual, or the specifications specifically arranged between the Buyer and the Seller;

(b) any defects resulting from factors other than a defect in the Products, such as the Buyer's equipment or the design of the Buyer's software;

(c) any defects resulting from modifications, alterations, service or repairs carried out by any person other than the Seller's authorized representative;

(d) any defects resulting from the use of Products in conjunction with other items not provided or approved by the Seller or the manufacturer;

(e) any defects that can certainly be prevented when the expendable part(s) is maintained or replaced correctly as described in the instruction manual, the user's manual, etc;

(f) any defects cause by a factor that cannot be foreseen at a scientific/technical level at the time when the Products are delivered;

(g) any disaster such as fire, explosion, power failure or surge, earthquake, flood, excessive wind, other extreme weather events, or any Acts of Gods, or any other external factor such as abnormal voltage, for which the Seller is not liable and/or beyond the reasonable control of the Seller;

- (h) Products of which the original identification marks have been removed or altered;
- (i) any defects resulting from strikes by balls or other objects, dirt, dust, bird excrement, animals, insects, foliage or algae growth;
- (j) roof leaks caused by ordinary wear and tear, or water entering around a fitting, accessory or other material not installed by the Seller;
- (k) any defects resulting from any material or equipment connected to the Products that was not installed by the Seller;
- (l) pre-existing conditions at the Site, including but not limited to unpermitted conditions, improper electrical wiring, defects in the roof structure that cause it to sag over time, skylight or exhaust vent heights that are reduced by the Solar System, cracked or crumbling masonry, or inadequate attic ventilation;
- (m) any defects resulting from normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance or functionality/integrity of the Products;
- (n) theft or vandalism;
- (o) any defects resulting from willful damage, tampering, misapplication or negligence by the Buyer;
- (p) any defects resulting from any cause beyond the Seller's reasonable control; and/or
- (q) damage that is covered by the Buyer's insurance.

- 11.2 Any claim for Warranty under this Clause 11.1 above shall be made within thirty (30) days from the date of delivery, failing which shall constitute waiver by the Buyer of any and/or all claims in respect of such Products whereby the Buyer shall bear all the costs and expenses incurred by the Seller including transportation, labour charges and material used.
- 11.3 This Warranty shall not be assigned or transferred to any other party.
- 11.4 The warranty scope is limited to the extend set forth in Clause 11.1 above and the Seller assumes no liability for the Buyer's secondary damage (damage of equipment, loss of opportunities, loss of profits, etc) or any other damage resulting from a failure of the Products. The Seller also does not warrant that the Products will meet the Buyer's requirements, the operation of the Products will be uninterrupted or error-free and/or that all errors will be rectified. For the avoidance of doubt, the actual Product's performance and/or savings amount (if applicable) are not guaranteed and will vary based on the final design, size, configuration, utility rates, applicable rebates, system location, weather, atmospheric conditions, shading factor, and/or energy consumption.
- 11.5 The products are designed and manufactured as a general-purpose product for general industries. The Seller may offer suggestions on the use of the various Products, but the assessment of usefulness and suitability of the Products for each application rests solely with the Buyer. The Seller shall not be responsible for any damages that may result from the use of the Products in the Buyer's application. The Products and any trial units supplied to the Buyer are not to be used internally in humans, for human transportation, as safety devices or fail-safe system, unless their written specifications state otherwise. Should any Products be used in such a manner or misused in any way, the Buyer undertakes to indemnify the Seller against and hold the Seller harmless from any resulting liability or damage.
- 11.6 Other than as stated herein, the Products are provided with no other warranties whatsoever and the abovementioned remedy shall constitute the sole remedy of the Buyer. All other warranties, conditions of terms, including without limitation to those relating to merchantability, fitness for purpose and non-infringement of proprietary rights, whether implied by statute or common law or otherwise are excluded and in no event shall the Seller, its agents and/or its related companies be liable to the buyer or third parties for any direct, indirect, incidental, punitive, special or consequential damages (including, without limitation, any damages resulting from loss of use, business interruption, loss of information, loss or inaccuracy of data, loss of profits, loss of opportunities, loss of savings, the cost of procurement of substituted goods, services or technologies), or for any matter arising out of or in connection with the use or inability to use the Products, even if such loss or damage may have been brought to the attention and/or knowledge of the Seller.

12. BATTERIES AND MONITORING DATA (IF APPLICABLE)

- 12.1 The Seller may monitor and continue to monitor the Product for as long as the Product continues to function. You agree that the Seller may use your and/or the end user's energy usage data, Product performance data, and other data collection from you and/or the Product for (in each case to the extent permitted by law), (i) at the Seller's sole discretion, to enhance the Product; (ii) for the Seller's internal purposes including but not limited to research and development, improvement of the Seller's product and service offering, and creation of new product and service; (iii) to customize content and communication the Seller may provide to you; and (iv) for other purposes.
- 12.2 The Product may include battery(ies). You agree that the Seller may, from time to time, remotely administer, monitor and/or manage the battery(ies). Under normal conditions of use, the installed battery(ies) should pose no danger to you. However, if mishandled, the installed batteries may become dangerous and would pose dangers relating to, but not limited to, fire hazards, high-voltage hazards, and mechanical damage. Please consult the battery manufacturer's user's manual and warranty materials for handling and operation information. The battery(ies) will power part and not your entire energy consumption. The Seller does not provide any guarantee or warranty regarding battery backup capacity. You agree that the Seller will not be liable in the event the battery(ies) fail to provide backup power, and the Seller disclaim any such liability, irrespective of the reason for such failure.

13. INDEMNIFICATION

- 13.1 Without prejudice to all other remedies available to the Seller in law and/or equity, the Buyer agrees to fully indemnify, defend and hold harmless the Seller, its directors, principal, officers, agents, contractors, advisers and employees, and their respective heirs, successors and assignees, from and against any claims, actions, cause of actions, suits, demands, debts, losses, damages, costs and/or expenses (including but not limited to solicitor-client costs) arising out of or from, relating to or in connection with:
- (a) the Buyer's breach of the Seller's Proposal, any terms under these Conditions and/or any agreement between the Buyer and the Seller;

- (b) the acts or omissions of the Buyer, its directors, principal, officers, agents, contractors, advisers and employees and/or end users and any use or misuse of the Products by such parties; and/or
- (c) any use of the Products to transmit, distribute or store materials in violation of the law and regulations.

14. LIMITATION OF LIABILITY

- 14.1 In no event shall the Seller be liable to the Buyer for any indirect, special, incidental, exemplary or consequential loss or damages, including but not limited to any loss or inaccuracy of data, loss of profits, loss of use, business interruption, loss of information, loss of opportunities, loss of savings, costs of procurement of substitute goods or services or technologies, arising out of or from, relating to or in connection with the Seller's Proposal, these Conditions and/or Agreement with the Buyer, the use of or inability to use the Products or any services performed hereunder, regardless of the form or action, whether in contract, tort, negligence, statutory duties or otherwise, even if the Seller has been advised of the possibility of such loss or damages. The Seller's total aggregate liability for all loss or damages arising out of or from, relating to or in connection with the Seller's Proposal, these Conditions, Agreement with the Buyer and/or Products provided hereunder shall no exceed the amount paid by the Buyer and received by the Seller for the specific Products giving rise to the claim. To the fullest extent permitted by law, no action, regardless of the form, arising out of or from, relating to or in connection with the Seller's Proposal, these Conditions, Agreement with the Buyer and/or Products provided hereunder may be brought by the Buyer upon the expiry of one (1) year from the date of the first invoice. The parties agree acknowledge and accept that this Clause constitute an essential and material element of the Agreement between the Seller and the Buyer and that in its absence, the commercial terms of the Seller's Proposal and/or Agreement with the Buyer would be substantially different.

15. BUYER'S TRANSFER OBLIGATIONS

- 15.1 If the Products purchased by the Buyer are to be resold or redelivered to a third party, Buyer must provide such third party with a copy of this document, all specifications, manuals, catalogs, leaflets and written information provided by the Seller to the Buyer in relation to the Products.

16. SPECIAL TOOLS AND OTHER CHARGES

- 16.1 Any bespoke design and manufacture of any tools and/or fixtures required for production of any Products will be invoiced to and be paid for by the Buyer. The said tools and/or fixtures shall together with the intellectual property therein remain as the sole property of the Seller.

17. TAXES

- 17.1 In addition to the quoted price in the Seller's Proposal, the Buyer shall be liable to pay or reimburse the Seller for any excises, levies, taxes, license fees, inspection fees, custom duties and/or similar charges which the Seller may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the Products and the Buyer agrees to pay the amount thereof within fourteen (14) days from the date of the Seller's invoice and/or request.

18. MODIFICATIONS

- 18.1 Any request for modification, revision, or charge shall be made by the Buyer in writing and subject to written approval by the Seller and on terms that the Buyer shall indemnify the Seller in full against all costs (including the cost of all labour and materials used), charges and expenses incurred by the Seller as a result of such modification, revision or charge.

19. ACCURACY OF INFORMATION

- 19.1 All Proposal and price given by the Seller are based on the assumption that all information and specifications provided by the Buyer are fully accurate and correct in all circumstances. The Seller reserves the right to adjust the price quoted and/or invoiced and any other terms and conditions should any information provided by the Buyer is found to be inaccurate and/or incorrect.

20. MONITORING IN THE EVENT OF DEFAULT

- 20.1 Without prejudice to any provisions herein and the Seller's rights and remedies under the Agreement, the law and/or equity, in the event the Buyer commits any breach of its obligations under this Agreement including but not limited to non-payment of any part of the purchase price, the Seller shall be entitled to control and/or monitor the Products including but not limited to switching on and/or off the Products ("Default Monitoring") (if applicable) in which event the Seller shall not be responsible and/or liable to the Buyer and/or any third party for any losses, damages, claims, actions, cause of actions, suits, demands, debts, costs and/or expenses arising out of or from, resulting from, relating to, in connection with and/or due to such Default Monitoring including but not limited to any loss or inaccuracy of data, loss of profits, loss of use, business interruption, loss of information, loss of opportunities, loss of savings, costs of procurement of substitute goods or services or technologies etc.. The Buyer shall indemnify, defend and hold harmless the Seller, its directors, principal, officers, agents, contractors, advisers and employees, related companies and their respective heirs, successors and assignees, from and against any claims, actions, cause of actions, suits, demands, debts, losses, damages, costs and/or expenses (including but not limited to solicitor-client costs and any claims from any third party) arising out of or from, resulting from, relating to, in connection with and/or due to Default Monitoring by the Seller.

21. TERMINATION

- 21.1 Either party may, without prejudice to other rights and remedies available under the law and/or equity, to terminate the Agreement if:
- (a) the other party commits any material breach of any of its material obligations under the Agreement and it has not made good such breach within fourteen (14) days from the date a written notice of that breach is served on the defaulting party;
 - (b) an order is made by a court of competent jurisdiction, or a resolution is passed, for the dissolution or administration of that party (otherwise than in the course of a reorganization or restructuring previously approved in writing by the other party, such approval not to be unreasonably withheld or delayed);
 - (c) any step is taken by any person (and not withdrawn or discharged within ninety (90) days) to appoint a liquidator, manager, receiver, administrator, administrative receiver or other similar officer in respect of any material part of the assets;
 - (d) unable to pay its debts within the meaning of the applicable laws; or
 - (e) the other party convenes a meeting of its creditors or makes or proposes any arrangement or composition with, or any assignment for the benefit of, its creditors for the liquidation or winding up of that party.
- 21.2 If the Agreement is terminated by the Seller pursuant to Clause 20.1:
- 21.2.1 The Seller is entitled to, at the Seller's sole discretion, opt to:
 - 21.2.1.1 take possession and remove any part or portion or any Products delivered to the Buyer; or
 - 21.2.1.2 to deliver any part or portion of the Products, and the Buyer shall be obliged to take possession and title of the same from the Seller and make payment of the same;
 - 21.2.2 The Buyer shall make payment to the Seller applicable for those Products that have been delivered to the Buyer for which the Seller has opted to deliver;
 - 21.2.3 The Seller is relieved from any further duty under the agreement including but not limited to deliver any part or portion of the Products to the Buyer pursuant to the agreement and the Seller shall be entitled to be reimbursed by the Buyer of the Seller's incurrence of all additional cost or expense or losses that may be incurred or suffered by the Seller including but not limited to all losses (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of termination. The Seller shall only then be required to prepare a final account which takes into account all additional cost or expenses or losses that the Seller has incurred or suffered as a result of the termination, any reimbursements that the Seller may be entitled from the Buyer under this Sub-Clause 20.2 and the sums that are payable to the Seller pursuant to this Sub-Clause 20.2. This final account shall ascertain whether there are any sums due and payable by the Seller to the Buyer or any sum due and payable by the Buyer to the Seller before such liabilities arise; and
 - 21.2.4 The foregoing shall be without prejudice to any claim which the Seller may have against the Buyer for any damages and compensation which the Seller would be entitled to under law.

22. FORCE MAJEURE

- 22.1 Each party shall not be liable for any delay or failure to perform its obligations, in part or in whole, to the extent that it is caused by any event or occurrence that is beyond the reasonable control of that party including but not limited to any acts of God, fire, strikes, floods, accidents, riots, lockouts, damages or losses in transportation, quotas, , health related hazard, epidemic, pandemic, natural disasters, windstorms, explosion, war, sabotage, inability to obtain material(s) or labour, blockage, embargoes, insurrections, mobilization or any other actions of governmental authorities, any non-governmental restrictions, curtailment of production at the Seller's factory, equipment failures, power failures, non-performance by third parties or any other causes beyond the party's control ("Force Majeure Event"), provided that written notice of such delay or failure is given by the affected party to the other party as soon as possible but shall in no event be later than five (5) days after such occurrence. Upon the affected party giving notice to the other party, those obligations of the affected party shall be suspended or excused to the extent their performance is affected by the Force Majeure Event.

23. CONFIDENTIAL INFORMATION

- 23.1 The Buyer shall maintain in strictest confidence any information of a confidential nature acquired in consequence of this Agreement including the existence and contents of this Agreement except for information which is in the public domain or the Buyer is required by law or by order of a court of competent jurisdiction or a regulatory authority to disclose the confidential information or any part thereof in which case the Buyer shall notify the Seller prior to such disclosure. It is expressly agreed that the identities of any individual or entity or any other third parties ("Third Party") discussed, introduced, made known and/or made available by the Seller shall constitute confidential information and without derogating from the generality of the foregoing, the Buyer further agrees that it shall not in any way refer, use, disclose and/or publish the name and/or identity of the Third Party in any form and manner.

24. PRIVACY POLICY

- 24.1 The Seller's Privacy Policy is part of this Agreement and can be accessed at <https://www.voltekenenergy.info>

25. MISCELLANEOUS

- 25.1 Any notice of communication under or in connection with these Conditions shall be in writing and shall be delivered personally by hand or personal courier, or by certified post, or facsimile to the corresponding / business address of the recipient or at such other

address as the recipient may have notified from time to time to the other party in writing. Proof of posting or dispatch of any notice of communication shall be deemed to be proof of receipt:

(a) if sent by hand or personal courier, on the date of receipt;

(b) if sent by certified post, on the third business day after posting; and

(c) if sent by facsimile, on the day of dispatch.

- 25.2 No omission or delay on the part of any party in exercising its rights under these Conditions and agreement shall operate as a waiver thereof, nor shall any single or partial exercise by any party of any other right preclude the further or other exercise thereof or the exercise of any other right which it may have.
- 25.3 If at any time any one or more of the provisions hereof is or becomes illegal, invalid or unenforceable in any respect under the applicable laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof, nor the legality, validity or enforceability of such provision under the applicable laws of any other jurisdiction, shall in any way be affected or impaired thereby.
- 25.4 For the avoidance of doubt, these Conditions shall apply to the exclusion of all other terms and conditions indorsed upon, delivered with or referred to in any purchase order, acceptance of order or other document delivered by the Buyer save to the extent that any amendment to or variation of these Conditions is accepted by the Seller in writing.
- 25.5 These Conditions and the Agreement are governed and shall be construed in accordance with the laws of Malaysia. Any dispute arising out of or from or in relation to these Conditions or Agreement between the parties shall be settled by the courts of Malaysia.
- 25.6 These Conditions shall be binding upon the parties, their respective heirs, successor in titles and/or permitted assigns.
- 25.7 The parties shall strictly comply with all applicable laws prohibiting bribery/corruption.
- 25.8 Time wherever mentioned in this Agreement is of the essence.

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