

## GENERAL TERMS AND CONDITIONS [1<sup>st</sup> July 2010]

In addition to the terms set forth above, the following terms and conditions shall also apply to the product sold:

1. **TERMS.** The Sales Confirmation and the General Terms and Conditions set forth herein shall constitute the sole terms and conditions of sale (hereinafter referred to as the "Contract"). No terms or conditions, other than those stated herein, whether contained in Buyer's purchase order or elsewhere shall be binding on Seller unless agreed to in writing by Seller. Buyer's receipt of this Contract shall constitute an acceptance by Buyer of all terms and conditions set forth herein. There shall be no modification of any term, condition, obligation or right granted herein except with the written consent of both parties.
2. **SPECIFICATIONS.** Seller warrants that the product sold hereunder conforms to the specifications above. Seller has a right to change specifications upon advance written notice to Buyer. Buyer will have the right to terminate this Contract in the event the new specifications for the Product are not reasonably acceptable to the Customer.
3. **SHIPPING/DELIVERY INSTRUCTIONS.** Buyer shall furnish complete shipping or delivery (as the case may be) instructions in sufficient time to enable Seller to perform its obligations hereunder. Seller shall not be obligated to make shipment or delivery (as the case may be) in absence thereof. If more than one shipment or delivery is called for, each shipment or delivery is to be considered a separate contract for the purposes of furnishing complete shipping or delivery instructions by buyer. Seller may also cancel orders if Buyer fails to pick up the goods in a timely manner.
4. **DEFAULT.** If Buyer (1) fails to furnish shipping instructions within the time specified, (2) refuses to accept any shipment properly tendered hereunder, (3) fails to tender any payment hereunder when due, or (4) fails to perform in any other respects according to its obligations set out in the terms herein (each of which shall be a material breach of contract), Seller may treat such default as (a) a total breach of the entire Contract, and/or (b) partial breach of Contract, e.g. a breach only as to the individual shipment or installment. In the event the Buyer has defaulted, Seller shall have the right to cancel the contract and/or the right to sell against the Buyer who shall on demand make good the loss, if any, on such sale. For the avoidance of doubt, if the Buyer is in default and if at the day of default the market price of the Product to be delivered is lower than the contract price, the Buyer shall be liable for the difference between market price and contract price.
5. **TAXES.** Buyer shall be liable for any taxes or other exactions levied upon the sale, delivery, storage, consumption or transportation of the goods or services, and if any such items are paid or required to be paid by Seller, the amount shall be added to and become part of the price payable to the Seller for the Products.
6. **TERMINATION FOR BREACH.** In the event either party materially defaults in the performance of any of its duties and obligations hereunder, the non-defaulting party may give notice to the defaulting party specifying the term or condition which is alleged as the basis of the default. If the defaulting party does not correct or cure the noticed default within thirty (30) days after receipt of said notice (fifteen (15) days with the respect to payment defaults), this Agreement may be terminated by the non-defaulting party by the giving of another notice to the defaulting party. In the event either party files a petition in bankruptcy, has filed against it an involuntary petition in bankruptcy, makes an assignment for the benefit of creditors, has a trustee or receiver appointed for any or all of its assets, is insolvent or fails or is unable to pay its debts when due, then the other party may immediately terminate this Agreement by the giving of notice of termination. The right of either party to terminate this Agreement as set forth in Section 6 hereinabove is in addition to and not in lieu of such other rights and remedies as may be available under this Agreement.
7. **FORCE MAJEURE.** Each party will be excused from a failure to perform or a delay in performance (except for payment for Product) caused by events beyond its reasonable control including but not limited to: acts of God; terrorism; war; riots; insurrections; laws; proclamations; regulations; strikes; floods; fires; explosions; equipment failure; shortage of energy, transportation or supplies; labor strike or other work stoppage; acts of any government body; and acts or failures to act of toll processors or subcontractors, prohibition of export or any other executive or legislative act by or on behalf of the government of the country of origin or of the territory where the ports of shipment named herein are situated, or of blockade or hostilities restricting export whether partially or otherwise, any such restriction shall be deemed by both parties to apply to this Contract and to the extent of such total or partial restriction to prevent the fulfillment whether by shipment or by any other means whatsoever.  
The party claiming force majeure must take reasonable efforts to remove the cause of its inability to perform or its delay in performance; provided, however, the affected party will not be required to settle a labor dispute against its better judgment. The party claiming force majeure must give prompt written notice to the other party of such event, specifying its nature and anticipated duration. Neither party may claim from the other any penalties, interest or any other compensation or damages for delays or non-fulfillment of obligations to the extent due to force majeure. If Seller is unable to supply the total requirements of its customers, Seller may allocate its available supply among its customers in a manner determined by Seller to be fair and equitable.
8. **WARRANTIES.** NOTWITHSTANDING THE FACT THAT THE SELLER HAS MADE RECOMMENDATIONS TO BUYER REGARDING THE APPROPRIATE USE OF OR SUBSEQUENT SALE OF THE PRODUCTS, THE SELLER IS NOT MAKING ANY REPRESENTATIONS THE SELLER AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES - EXPRESS OR IMPLIED - WITH RESPECT TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SELLER HAS NOT MADE ANY RECOMMENDATIONS TO BUYER REGARDING THE USE OR SUBSEQUENT SALE OF THE PRODUCTS. BUYER ASSUMES ALL RISKS AND LIABILITIES FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY, RESULTING FROM THE USE OR SUBSEQUENT SALE OF THE PRODUCTS, EITHER ALONE OR IN COMBINATION WITH OTHER PRODUCTS. BUYER HAS SATISFIED ITSELF THAT THE PRODUCT AND THE PURPOSE FOR WHICH IT WILL BE USED AND/OR SOLD IS IN COMPLIANCE WITH THE LAWS OF THE RELEVANT COUNTRIES.

9. COMPLIANCE WITH LAWS. BUYER REPRESENTS AND WARRANTS TO SELLER THAT THE PRODUCT, ITS SALE AND INTENDED USE ARE IN COMPLIANCE WITH THE LAWS OF THE COUNTRIES INTO WHICH THE PRODUCT AND SUCH PRODUCT WILL BE IMPORTED AND SOLD. BUYER WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, REGULATIONS AND OR GUIDELINES APPLICABLE TO ITS USE, STORAGE, HANDLING, TRANSPORTATION, MARKETING, SALE OR RESALE, TRANSFER AND DISPOSAL OF THE PRODUCT OR ANY PRODUCT CONTAINING THE PRODUCT.

9. QUALITY. Seller's weights and analysis shall govern and control. Quality shall be final at load, and Seller's survey report shall be final and conclusive evidence of quality.

10. REMEDIES. BUYER'S EXCLUSIVE REMEDY AND SELLER'S EXCLUSIVE LIABILITY FOR SHIPMENT OF NON-CONFORMING PRODUCT OR SELLER'S BREACH OF THIS CONTRACT SHALL BE LIMITED TO, AT SELLER'S SOLE OPTION, EITHER REPLACEMENT OF THE NON-CONFORMING PRODUCT OR A REFUND OF THE PURCHASE PRICE PAID. ALL CLAIMS ARISING OUT OF THIS CONTRACT OR MADE WITH RESPECT TO THE PRODUCT SHALL BE DEEMED WAIVED BY BUYER UNLESS MADE IN WRITING AND RECEIVED BY SELLER WITHIN 6 MONTHS AFTER DELIVERY OF THE PRODUCT. Buyer must make any claim for nonconforming Product, breach of warranty, or any claim of any nature whatsoever with respect to the Products sold hereunder, in writing within six (6) months after delivery of the Products. Buyer irrevocably waives and releases all claims that are not properly made within said period.

11. CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER, OR TO BUYER'S OFFICERS, EMPLOYEES OR REPRESENTATIVES, OR TO ANY THIRD PARTY, FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF BUYER, BUYER'S OFFICERS, EMPLOYEES, REPRESENTATIVES, OR INSURERS OR OF ANY THIRD PARTY, OF ANY KIND (INCLUDING, BUT NOT LIMITED TO LOST BUSINESS, LOST PROFITS, DAMAGE TO GOODWILL OR REPUTATION AND/OR DEGRADATION IN VALUE OF BRANDS, TRADEMARKS OR TRADE NAMES OR INJURY TO PERSONS), WHETHER THE CLAIM IS BASED ON BREACH OF WARRANTY OR BREACH OF CONTRACT, TORT OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER, OR TO BUYER'S OFFICERS, EMPLOYEES, REPRESENTATIVES OR INSURERS, OR TO ANY THIRD PARTY, FOR DAMAGES CAUSED BY THE ACTS OR OMISSIONS OF BUYER OR BUYER'S OFFICERS, EMPLOYEES OR REPRESENTATIVES, OR ANY THIRD PARTY.

12. RISK. Risk of loss shall pass to Buyer as provided in Incoterms 2000.

13. ASSIGNMENT. The rights and obligations of the Buyer under this Contract are not assignable without the prior written consent of Seller. If any part of this Contract is found to be void or unenforceable, those provisions shall be severable, and those provisions that are lawful shall remain in full force and effect.

14. TRADEMARK USAGE. WITHOUT THE EXPRESS WRITTEN CONSENT OF SELLER, BUYER SHALL NOT USE SELLER'S TRADE NAMES, TRADEMARKS, LOGOS, SERVICE MARKS, OR OTHER PROPRIETARY MARKS FOR ANY PURPOSE (INCLUDING USE ON ANY OF BUYER'S PACKAGING AND LABELING, REGARDLESS OF WHETHER SUCH PACKAGING OR LABELING IS FOR RESELLING THE PRODUCT SOLD HEREUNDER EITHER ALONE OR IN COMBINATION WITH OTHER PRODUCTS).

15. INDEMNITY. (a) Buyer agrees to indemnify and hold harmless Seller from any and all claims, losses and damages (including reasonable attorney's fees) (collectively, "Damages") arising out of (i) any breach of this Agreement by Buyer, (ii) loss of, damage to or other contamination of Product after delivery or (iii) the storage, use, handling, transportation, marketing, sale or resale, use or disposal of the Product by Buyer or any other party, whether alone or in combination with other substances except to the extent of Seller's liability under Section 10 above. Notwithstanding anything to the contrary herein, if Seller notifies Buyer that any of the Products need to be recalled or otherwise withdrawn from the market and Buyer refuses or otherwise fails to do so in a timely fashion, Buyer agree to indemnify Seller, its affiliates, their respective officers, directors, employees, agents and shareholders from and against any and all Damages incurred by Buyer and Seller as a result of such failure or refusal. (c) Buyer and Seller each agree to use reasonable commercial efforts to mitigate any Damages incurred by it.

16. CONFIDENTIALITY: Buyer understands and agrees that in the course of purchasing the Products hereunder, it may receive or otherwise learn certain items of business, technical, financial or other information owned by or otherwise in the possession of Seller ("Confidential Information"). Confidential Information includes the terms of this Agreement and may also include, by way of example but without limitation, products, specifications, formulae, equipment, business strategies, customer lists, know-how, drawings, pricing information, inventions, ideas, and their potential uses. Buyer agrees to take and maintain proper and appropriate steps to protect Confidential Information. Buyer agrees not to disclose Confidential Information to any unauthorized party without prior express written consent of Seller. Buyer agrees to use Confidential Information only in connection with the Products contemplated by this Agreement. Buyer agrees to make no other use of Confidential Information, it being recognized that Seller has reserved all rights to Confidential Information not expressly granted herein. All documents containing Confidential Information shall remain the property of Seller. Upon the request of Seller, Buyer agrees to destroy any documents prepared by it using Confidential Information or derived therefrom and agrees to provide confirmation of such destruction in writing. The obligations imposed by this Section, including but not limited to non-disclosure and non-use, however, shall endure so long as the Confidential Information does not become part of the public domain.

18. GOVERNING LAW. This Contract shall be deemed to have been made in Malaysia and the construction, validity and performance thereof shall be governed in all respects by Malaysian law. Any dispute arising out of this Contract, including any question of law arising in connection therewith shall be referred to arbitration in Malaysia (at any PORAM Secretariat or elsewhere if so agreed), in accordance with PORAM Rules of Arbitration and Appeal in force at the date of the initiation of the arbitration with the parties hereby agreeing that the arbitration shall be deemed an International Arbitration.