



TERMS AND CONDITIONS OF SALE

Terms and Conditions of Sale for Country Star Sdn Bhd (CSSB) (hereinafter referred to as "COMPANY" and "T&C")

1. Quotation(s)

- a) COMPANY reserves the right to re-quote in the event of any deviation to the specification, work scope or quantity. Thereafter, the new quotation shall supersede the earlier quotation.
- b) The Price(s) quoted in the quotation are for complete item(s); i.e., Order(s) made for specific Item(s) in the quotation shall be for the entirety of said item. If the Purchaser requires only a certain part of the Item(s) and not the entire Item(s), the Purchaser must clearly specify such request in writing in their Form Request for Quotation from COMPANY. The Purchaser understands that all Price(s) quoted by COMPANY shall be subjected to further adjustment under the sole discretion of COMPANY.

2. Variation of Order(s)

- a) All Order(s) placed by the PURCHASER or accepted by COMPANY in writing cannot be varied in any way by the PURCHASER without the prior written consent in writing from COMPANY. COMPANY shall in its absolute discretion allow or reject such Purchaser's request in writing for any variation of Order(s).

3. Cancellation of Order(s)

- a) In the event the Purchaser cancels the Order(s), the Purchaser hereby agrees to fully pay the charges and costs as follows:
 - (i) All charges and direct and/ or incidental costs to COMPANY and to COMPANY's suppliers pertaining to the Order(s);
 - (ii) All charges and costs in relation to the actual engineering and drafting hours; and
 - (iii) All charges and costs for the recovery of sales and administrative expenses.
- b) The percentage of cancellation fees payable by the Purchaser in the event of such cancellation of the Order(s) are as follows:

Percentage of time elapsed from date of PO to the scheduled shipping date	Percentage of cancellation fees from PO's Value
≤ 20%	20%
20% to 40%	40%
40% to 60%	60%
60% to 80%	80%
>80%	100%

4. Payment

- a) The Purchaser must fully pay the quoted price for the Item(s) to COMPANY in accordance with the payment terms set out in the COMPANY's quotation.
- b) The Item(s) shall always remain the property of COMPANY and the title to the Item(s) shall not pass from COMPANY to the Purchaser, until and unless COMPANY has received from the Purchaser, the full payment for the Item(s) and all other Item(s) supplied to the Purchaser by COMPANY and/or COMPANY's Supplier (if any). The Purchaser hereby undertakes that it shall at all times and to its best endeavors, keep the Item(s) in its possession, take good care of them, store and mark them in a manner that clearly identifies the Item(s) were supplied by COMPANY and/or COMPANY's Supplier. Until such time as title in the Item(s) passes to the Purchaser, the Purchaser shall hold the Item(s) as COMPANY's fiduciary agent and bailee and shall keep the Item(s) separate from those of the Purchaser and its third parties and properly stored, protected and insured and identified as COMPANY' property. Until that time, the Purchaser shall be entitled to resell or use the Item(s) in ordinary course of its business, but shall account to COMPANY for the proceeds of sale or otherwise of the Item(s), whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Purchaser and its third parties and in the case of tangible proceeds, properly stored, protected and insured. Further, until such time as the title in the Item(s) passes to the Purchaser (and provided the Item(s) are still in existence and have not been resold) COMPANY shall be entitled at any time to require the Purchaser to deliver up the Item(s) to COMPANY and, if the Purchaser fails to do so forthwith, to enter upon any premises of the Purchaser or any third party where the Item(s) are stored and repossess the Item(s), without prejudice to any other right or remedy of COMPANY. The Purchaser shall not be entitled to pledge or in any way charge by way of security for any indebtedness of the Item(s) which remain the property of COMPANY, but if the Purchaser does, so all monies owing by the Purchaser to COMPANY shall (without prejudice to any other right or remedy of COMPANY) forthwith become due and payable. For avoidance of doubt, nothing herein shall be construed as creating any liability on the part of COMPANY for any act or omission of the Purchaser in dealing with the Item(s).
- c) The Purchaser shall be solely responsible to verify the suitability of the Item(s) for the Purchaser's purpose.
- d) Contracts and orders and parts thereof may be cancelled only by COMPANY's written acceptance of such cancellation. Where COMPANY accepts such cancellation, COMPANY reserves the right to charge the Purchaser with the amount of any losses or expenses directly or indirectly resulting from such cancellation. Where COMPANY does not accept such cancellation, COMPANY, reserves the right to recover the invoice price from the Purchaser and charge the Purchaser with additional losses both direct and indirect resulting from such cancellation. In any case where COMPANY were required to place a deposit with a manufacturer or supplier in respect of an order, COMPANY may require the Purchaser to reimburse such sum in the event of cancellation.
- e) Unless otherwise specifically provided in writing, the price for the Item(s) shall be paid by the Purchaser in cash on delivery and in default COMPANY shall be entitled to withhold delivery until payment. COMPANY shall be entitled to impose late payment charges of 18% per annum on a cumulative basis on all outstanding amounts due to COMPANY.
- f) When payment of any of COMPANY' invoices or claims is overdue, COMPANY may suspend its performance of the contract or order to which the invoices relates and/or of any other contract or order then subsisting between COMPANY and the Purchaser. COMPANY shall in no way be liable for any loss suffered by the Purchaser due to suspension by COMPANY.

- g) In the event of legal action being taken by COMPANY against the Purchaser for breach of payment obligations hereunder, the Purchaser shall be responsible for all costs and disbursements incurred by the COMPANY on a full indemnity basis.

5. Rental (applicable for rental transaction)

- a) Full amount of the Rental Fees together with a Refundable Security Deposit shall be made upon collection of the Item(s). Actual amount of the security deposit shall be stated in the quotation.
- b) The Security Deposit is refundable upon returning the Item(s) in its' original condition.

6. Repair (applicable for repair transaction)

- a) Should the Item(s) returned to COMPANY is/are found to be not in its original condition, the Item(s) shall be subjected to further assessment by CSSB's Principal's representative(s) or a company appointed by COMPANY for purpose of assessment of Item(s) and/or any other party deemed appropriate by COMPANY at their sole discretion.
- b) An assessment fee shall be applicable should COMPANY's principals/suppliers revert to COMPANY that the Item(s) is non-repairable subjected to the condition of the hardware.
- c) COMPANY shall then quote separately for the assessment fee to the Purchaser if the Item(s) is non-repairable.

7. Taxes and Duties

- a) Unless otherwise stated in the COMPANY's quotation, all Price(s) stated are exclusive of all freight charges, insurance, taxes, imposts, customs duties and/ or any other duties/charges, all of which shall be paid by the Purchaser. The Sales and Service Tax (SST) (if applicable) shall be paid by the Purchaser.
- b) Any applicable Taxes or Duties imposed by the Malaysian government (at any time during the performance of this T&C) shall be paid by the Purchaser.

8. Currency Exchange (wherever applicable)

- a) The applied currency exchange rate shall be mentioned in the quotation. COMPANY reserves the right to revise the Price(s) therein if there is an increase of more than THREE PERCENT (3%) in accordance to the Malaysia's Bank Negara exchange rate.

9. Site Work

- a) Site installation and commissioning works shall be charged based on site service rate as per COMPANY's guidelines.
- b) Any additional Man-days shall be charged based on site service rate as per COMPANY's guidelines.
- c) Actual claim(s) shall be based on signed timesheet and supported with service report from COMPANY.

- d) Mobilization and Demobilization (Mob/Demob) is defined as travelling from COMPANY's Supplier's Office to designated project sites, airports, jetty/heliport and or travelling from project sites, airports, jetty/heliport to COMPANY's Supplier's Office.
- e) For the avoidance of doubt, the charges for working hours and or the site service rates shall begin upon COMPANY's engineer(s) and or support personnel reaching the said project sites, airports and or jetty/heliport.

10. Delivery Lead Time

- a) COMPANY shall use its best endeavors to ensure the site installation and commissioning works of the Item(s) delivered within the time frame as specified in the COMPANY quotation or on the date(s) as agreed in writing between COMPANY and the Purchaser, subjected to Clause 9 (b) of the T&C herein.
- b) Upon completion of the installation and commissioning works for the Item(s), COMPANY shall not be liable for any loss or damage to the Item(s).
- c) The Delivery Lead Time as specified or as agreed in writing between the parties herein shall be subjected to any further extension of time, as the case may be to cover delay(s) caused by any circumstances beyond COMPANY's control (including but not limited to delay due to an act of prevention for which the Purchaser is responsible (an act or omission or delay by the Purchaser). Any claim for additional cost incurred by COMPANY due to such delay shall be in respect to direct cost only and with substantiation as requested by the Purchaser for its assessment. COMPANY shall not be responsible or liable for any consequences arising due to such delay(s) or non-delivery of works, including any financial loss or damage(s) or any consequential losses however caused.

d) NOTE: PANDEMICS AND OR CONFLICTS

- i. Pandemics and or conflicts of any nature that can affect global supply chain, production and delivery from overseas may result in delays of the Site Works pursuant to Clause 9 of the T&C herein.
- ii. The quoted lead time shall exclude such durations affected by any governmental directive having the effect of restricting movement and/or business within Malaysia and/or establishing quarantine zones within Malaysia, as the case may be, as announced/to be announced by the Malaysian government from time to time.
- iii. COMPANY undertakes to update the Purchaser on the condition and status of the delivery of works from time to time.
- iv. The Purchaser understands that the hardware delivery might be delayed due to unpredictable issues beyond the control of COMPANY consequent to any such government directives made pursuant to pandemics and or regional conflicts.

11. Warranty (where applicable)

Within a period of twelve (12) months from the date of delivery OR completion of site installation and commissioning works pursuant to Clause 9 above whichever applicable, if any Item(s) sold by COMPANY is found to be defective in materials or workmanship, then COMPANY shall in its absolute discretion, either repair or provide a replacement part or Item(s), provided always that:

The warranties given by COMPANY do not cover:

- (a) Fair wear and tear and/or any failure(s) or damage(s) as specified under Sub-Clause (b), (c), (d), (e), (f) herein not reported in writing to COMPANY within the warranty period of 6 months from the date of.
- (b) Failure(s) or damage(s) due to misapplication, abuse, improper installation or abnormal conditions of operation.
- (c) Failure(s) or damage(s) due to operation, regardless if it was intentional or otherwise causing the Item(s) to perform above or below its capacities or in improper manner.
- (d) Failure(s) or damage(s) due to unauthorized repairs, tampering with or any alteration of the Item(s) in any way by any person other than the authorized representative of COMPANY.
- (e) Goods damaged in shipment from COMPANY to the Purchaser or from the Purchaser to COMPANY without the fault of COMPANY.
- (f) Failure(s) of the Purchaser to follow instructions or guidelines as provided by COMPANY.
- (g) Use of the Item(s) other than the purpose as specified in the PO or the Formal Request for Quotation.
- (h) Continued use of the Item(s) after any defect becomes apparent or would become apparent to any reasonably prudent operator or user.
- (i) Failure(s) or damage(s) due to the incorporation of or unauthorized parts into the Item(s);
- (j) Consumables and etc.

Both COMPANY and the Purchaser mutually agree that any repaired or replacement parts shall exclude all freight charges, insurance, taxes, imposts, customs duties and/or any other duties and charges, all of which will be paid by the Purchaser.

This warranty is personal to Purchaser only and shall not extend to any third party unless otherwise expressly agreed in writing and stated by COMPANY.

12. Event of Force Majeure

COMPANY shall not be liable to the Purchaser or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of COMPANY's obligations in relation to Item(s), if the delay or failure was due to any cause beyond COMPANY's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond COMPANY's control:

- i. Act of God, epidemic, pandemic, explosion, flood, tempest, fire or accident.
- ii. War or threat of war, sabotage, insurrection, civil disturbance or requisition.
- iii. Acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any government, parliamentary or local authority.
- iv. Import or export regulations or embargoes.
- v. Strikes, lockouts or other industrial actions or trade disputes (whether involving employees of COMPANY or of a third party).
- vi. Difficulties in obtaining raw materials, labour, fuel, parts or machinery.
- vii. Power failure or breakdown in machinery.

If the delivery OR completion of site installation and commissioning works is delayed or suspended due to the occurrence of a force majeure event, COMPANY shall be entitled to an extension of time in respect to the delivery date. Any claim for additional cost incurred by COMPANY due to such delay or suspension shall be in respect to direct cost only.

13. Right to terminate

COMPANY shall have the right to terminate the contract or order forthwith where the Purchaser becomes insolvent or bankrupt or makes arrangements with its creditors or suffers a Receiver to be appointed or being a body corporate enters into liquidation (other than in connection with a reconstruction or amalgamation) in any of which cases COMPANY shall have no further obligation hereunder and the price for all goods delivered and work done shall become immediately due and payable.

14. Governing Law

These conditions shall be governed and construed in accordance with laws of Malaysia and all disputes arising in connection therewith shall be submitted to the jurisdiction of the courts of Malaysia.

15. Entire Agreement

Notwithstanding anything to the contrary in any of the documents provided by the Purchaser including but not limited to subsequent purchase order(s) issued by the Purchaser, the terms herein shall be binding upon the Purchaser and in the event of inconsistencies between the Purchaser's documents and the terms herein, the terms herein shall prevail. For avoidance of doubt, no provisions in any documentation employed by or on behalf of the Purchaser in connection with the terms herein, regardless of the date of such documentation, will affect the terms herein, even if such document is accepted by COMPANY, with such provisions being deemed deleted.

16. Intellectual Property

Intellectual Property includes any and all inventions whether or not patentable, utility models, trademarks, component designs or manufacturing processes and any improvements or enhancements thereto, copyrights and moral rights, database rights, trade secrets and know-how, in each case whether registered or unregistered and also including identified technical and non-technical or business-related information such as specifications, computer programs, drawings or blueprints. The Purchaser disclaims any rights or interest in COMPANY's Intellectual Property. The Purchaser acknowledges the great value of the goodwill associated with the name and trademarks of COMPANY and the Item(s). The Purchaser shall not, either directly or indirectly, remove, obscure, effect or permit the removal or alteration of any patent numbers, trade names or marks, copyright markings or other proprietary rights markings, labels, serial numbers, or the like affixed to any Item(s) or Item(s) package(s) or any related documentation, software, advertising, displays, media or designations. All Intellectual Property right(s), including, without limitation, all copyrights, patent rights, trade secrets and trademarks in and to the Item(s) shall, at all times, remain with COMPANY or its licensors. The Purchaser shall acquire no right whatsoever to all or any part of the Item(s) and/or COMPANY's Intellectual Property except the right to use the Item(s) and/or COMPANY's Intellectual Property in accordance with the terms herein and COMPANY and its licensors reserve all rights not expressly granted to the Purchaser. For the avoidance of doubt, any machine programmes, tooling, fixturing, routing, method of manufacture and any associated data used to manufacture the Item(s) remains the sole Intellectual Property of COMPANY.

17. Notice

All notices must be written in English and be delivered by hand or by registered or certified post and addressed to the party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause. Any notice will be deemed to be given as follows: (a) if delivered in person, at the time of delivery, or (b) if sent by commercial courier service or registered or certified post at the date and time of signature of delivery receipt provided that in each case where delivery occurs after 6.00 pm on a business day at the recipient's location or at any time on a day which is not a business day, service will be deemed to occur at 9.00 am on the next following business day.

18. Severability

Should any provision or part of any provision of the terms herein be found illegal, invalid or unenforceable by a court of competent jurisdiction, such provision, or part thereof, shall be read down to the extent necessary to ensure that such provision, or part thereof is not illegal, invalid or unenforceable but, if that is not possible, such provision, or part thereof, shall be deemed severed, and the remainder of the terms herein shall remain in full force and effect.

19. Compliance with Laws: Non-Contravention

- (a) The Parties shall at all times conduct their efforts under this T&C in strict accordance with all applicable laws, regulations and rules including Country Star Sdn Bhd's and product and services Principals' Code of Ethics as applicable. Each party represents and warrants that neither the execution and delivery of this T&C by it, nor the consummation by it of the transactions contemplated hereby will constitute a violation of, or be in conflict with, or constitute or create a default under: -
 - (i) Any agreement or commitment to which it or any of its affiliates is a party or by which it, any of its affiliates or their respective properties is bound, or to which it, any of its affiliates or any of their respective properties is subject; or
 - (ii) Any statute or any judgment, decree, order, regulation, or rule of any court or governmental authority.
- b) Each Party must comply with all anti-bribery laws of Malaysia and any other applicable laws relating to anti bribery and anti-corruption practices. Each Party warrants that it and its owners, partners, officials, directors or employees, or any of its representatives, has not made, and will not make, any direct or indirect payment, offer to pay, or authorization to pay, any money, gift, promise to give, or authorization of the giving, of anything of value or any gratification or any advantage to any government official, a political party or a party official, or any candidate for political office, or the immediate family of any such official or candidate or any such individual or entity, for the purpose of influencing an act or decision of the government or such individual or entity in order to assist, directly or indirectly, the Parties in obtaining or retaining business, or securing an improper advantage.
- c) The Purchaser will indemnify and hold the COMPANY harmless from and against any claims of any nature arising out of or relating to a violation of any of the stipulations of the prior paragraphs. Any breach of the above compliance by any party may render this T&C to be void and ineffective as if the T&C has been terminated.