

TA Instruments -GENERAL SALES TERMS AND CONDITIONS

THIS TRANSACTION IS EXPRESSLY CONDITIONED UPON AND SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, WHICH FORM PART OF THE QUOTATION, STATEMENT, INVOICE OR DELIVERY DOCKET UNLESS ANY OF THEM ARE EXCLUDED OR MODIFIED IN WRITING BY WATERS. THE PLACEMENT OF AN ORDER SHALL BE DEEMED TO BE ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS: WHERE YOU HAVE PURCHASED A SERVICE PLAN, IT IS SUBJECT TO THE APPLICABLE TERMS AND CONDITIONS SUPPLIED IN CONJUNCTION WITH THE QUOTATION FOR THAT PLAN.

1. Acceptance. Buyer's acceptance of the offer to purchase the products and/or services set forth, made by Waters Analytical Instruments Sdn Bhd (Co. Reg. No.: 1150676 U) ("Waters") by this document ("Document") shall create a contract subject to and expressly limited by the terms and conditions contained on this Document. The Buyer accepts the Document, including the terms and conditions set forth herein by placing an order, which shall be final and binding on the parties: if additional or different terms are proposed by Buyer, such additional or different terms shall not become a part of the contract formed by Buyer's acceptance, unless they are expressly agreed in writing by Waters. Receipt of the goods sold hereunder ("Products") or commencement of the services provided hereunder ("Services") shall constitute acceptance of the terms and conditions of this Document. However, Waters may accept or reject Buyer's order in whole or in part. Prices quoted in quotation are firm for a period of thirty (30) days unless otherwise specified and quotation is subject to termination by Waters' notice within that period. Notwithstanding any contrary language in this quotation, Waters expressly reserves the right to unilaterally adjust the prices effective as of January 1 every year. In the event that the Expiration Date stated in the quotation falls on a date later than January 1 of the following year, the prices will be deemed to have expired on January 1 of that year and will be replaced by the prices newly quoted by Waters, unless agreed otherwise with Waters.

2. Payment. Unless otherwise agreed with Waters in writing, any tax, duty, custom or other fee of any nature imposed upon this transaction by any governmental authority shall be paid by Buyer in addition to the price indicated in the quotation/invoice. In the event Waters is required to prepay any such tax or fee, Buyer agrees to reimburse the same to Waters accordingly. All quotations and estimates used by Waters are, unless otherwise stated, based on the existing costs and are subject to amendment on or after acceptance of order by Waters to meet any rise in such costs. Payment advice should have the necessary information about the order or invoice/quotation. All the bank charges shall be to Buyer's account.

Unless otherwise agreed by Waters in writing, payment terms shall be strictly Net Cash 30 days from the invoice date after delivery of the Products or Services, provided Buyer's credit has been approved or specified in the quote; if the Buyer's credit had not been established with Seller, terms are 100% cash in advance or 100% by Irrevocable Letter of Credit (L/C) payable at sight, as instructed by Waters. All payments made by Buyer shall be made without any deduction of deferment in respect of any disputes or claims whatsoever.

Time for payment shall be of the essence. In case of any delay in payment, an interest charge equal to 1.5 interest per month will be added to invoice and part thereof will be charged for any delayed payment if the payment is not settled within the agreed timeline.

Prices quoted are exclusive of all taxes and duties. Duties, levies and taxes will be charged additionally at the prevailing rates at the time of invoicing of Products. If the concessions exemptions in the duties or taxes are claimed, the evidence thereof from the authority should be furnished along with the purchase order.

Whilst there is no minimum order value, there may be a minimum charge applicable in respect of packing, handling and delivery. Details of these charges are available on request. For any consumables orders less than RM 1,000.00, a RM 100.00 processing/handling fee will be charged.

3. Delivery and Shipment. Unless otherwise specified in writing, Ex-Work terms (Incoterms 2020 Rules) will apply. Identification of the Products shall occur when they leave Waters' distribution point at which time title and risk of loss shall pass to Buyer. Notwithstanding that Waters may agree to deliver the Products at some specified place, the delivery of the Products to a carrier for the purpose of transmission to Buyer is deemed to be a delivery of the Products to Buyer.

The period of delivery will commence only from the date of receipt of the technically and commercially clear order subject to delay caused by or any manner of Force Majeure (as detailed hereinafter) or any other reason caused beyond Waters' control. Waters will make reasonable commercial efforts to ship the Products or provide the Services hereunder in accordance with the delivery date agreed with Waters, provided that Waters accepts no liability for any losses or for general, liquidated, special or consequential damages arising out of delays in delivery.

Inspection and testing and/or installation of the goods is not provided by Waters unless otherwise agreed by Waters. When Waters agreed to install at Buyer's request, Buyer shall provide at no cost to Waters, all utility services required and, when necessary, special handling equipment.

4. Warranty. The Products and/or Services shall be covered by the applicable Waters' standard warranty, a copy of which is supplied with the Products and/or Services, or upon request. TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, NO OTHER REPRESENTATION AND WARRANTY, WHETHER EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE PRODUCTS AND/OR SERVICES. WATERS EXPRESSLY EXCLUDES ANY IMPLIED REPRESENTATIONS, CONDITIONS OR WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. Any model or sample furnished to Buyer is merely illustrative of the general types and quality of goods and does not represent that the Products will conform to the model or sample. Buyer's remedies under Waters' warranty shall be limited to repair or replacement of the Product or component which failed to conform to Waters' standard warranty. TO THE EXTENT NOT PROHIBITED BY LAW, WATERS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR ANY OTHER INDIRECT DAMAGES RESULTING FROM ECONOMIC LOSS OR PROPERTY DAMAGE SUSTAINED BY BUYER FROM THE USE OF ITS PRODUCTS OR SERVICES. WATERS FURTHER DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS AND OBLIGATIONS OF WATERS, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY PRODUCTS OR SERVICES DELIVERED BY OR ON BEHALF OF WATERS UNDER THIS DOCUMENT.

Buyer hereby agrees to waive any rights against, and to the fullest extent at law release Waters in respect of, and from all actions, claims, demands, suits and liability whatsoever which it may have or claim to have or but for this waiver and release might have had against Waters (a) arising out of any representation, warranty covenant or term or provision not set out or referred to herein or (b) arising out of or in conjunction with the Products not being suitable for Buyer's purposes or operating site.

5. Returned Products. Waters may, in its sole discretion, authorize Products returns in appropriate circumstances, subject to such conditions as Waters may specify. Any such return shall be subject to the express prior authorization of Waters, payment of a restocking charge by Buyer, and in accordance with Waters' Return Policy. Only unused Products as currently manufactured which have been invoiced by Waters within 30 days will be considered for return. Products accepted for credit are subject to a 20 per cent service charge plus all transportation charges. Products built to order or not of the original manufacturer of Waters are not subject to return for credit under any circumstances. Products must be securely packed to reach Waters without damages. Notwithstanding, no returns will be authorized after ninety (90) days following shipment to Buyer.

6. Technical Advice. Waters may, at Buyer's request furnish technical assistance, advice and information with respect to the Products, if and to the extent that such advice, assistance and information is conveniently available. It is expressly agreed that there is no obligation to provide such information which is provided without charge at Buyer's risk, and which is PROVIDED WITHOUT WARRANTY OF ANY KIND AND IS SUBJECT TO THE WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY SET FORTH IN PARAGRAPH 4 ABOVE.

7. Waters' Right of Possession, etc. Buyer hereby grants Waters a purchase money security interest in any goods offered by way of this quotation/invoice to secure the due and punctual payment of the purchase price specified in this quotation/invoice. In the event of default by Buyer in any payment due or in the event Buyer declares bankruptcy or becomes insolvent, or Waters reasonably believes that Buyer is unable to pay its debts, Waters shall have the right, in addition to any other remedies it may have at law or in equity, to cancel/terminate the contract and in its discretion, sell the Products to any other third party if shipment has not occurred, withhold shipment, recall Products in transit and retake the same, or repossess any Products or goods which may be stored with Waters for Buyer's account without the necessity for Waters to initiate any other proceedings. The costs of retaking and repossessing the Products or goods shall constitute additional charges payable by Buyer to Waters. Buyer shall execute such documents immediately if requested by Waters to effectuate the foregoing security interest.

8. Agents, etc. No agent, employee or other representative has the right to modify or expand Waters' standard warranty applicable to the Products and/or Services or to make any representations as to the Products other than those set forth in the applicable user or operator's guide delivered with the Products, and any such affirmation, representation or warranty, if made, should not be relied upon by Buyer and shall not form a part of contract between Waters and Buyer for the purchase of the Products or Services.

9. Modifications, Waiver, Termination. The contract formed by Buyer's acceptance of this quotation/invoice or the sale of Products and/or performance of the Services may be modified, and any breach thereunder may be waived only by a writing signed by the party against whom enforcement thereof is sought.

10. Additional Terms and Conditions. These terms and conditions may also be subject to any "Special Terms and Conditions" applicable to the Products or Services specified by Waters under the invoice, quotation, or any other document. Any variance from the terms and conditions of this Document or other written notification from Buyer, will be of no effect in the absence of a written approval by authorized personnel of Waters.

11. Governing Law / Disputes. These terms and conditions are governed and construed in accordance with laws of country where Waters is located. Each of the parties submits to the jurisdiction of a court where Waters is located.

12. Export. Buyer hereby undertakes to comply fully with all applicable provisions of the export laws, embargoes and sanctions including but not limited to the U.S. EAR ("Export Control Laws") as may be in effect for any of the Products and shall seek, whenever required, at its own expense, export licenses prior to any export of the Products and shall further assure compliance with all reexport restrictions under Export Control Laws.

13. Intellectual Property/Software. The sale of the Products or Services by Waters to Buyer does not confer any right or license upon Buyer to use, exploit or otherwise utilize any intellectual property rights subsisting in or relating to the goods of which Waters is a proprietor or to which Waters is otherwise entitled. To the extent there is any software included with the Products, the software is being licensed on a non-exclusive, non-transferable, non-sublicensable basis to Buyer, and not sold. All rights, titles and interests therein shall remain with Waters. Use of the software shall be in accordance with the applicable software license agreement/terms and conditions delivered with the Products.

14. Claims. Claims for shortages, non-conformity with specification, error or deficiency or for damages in transit or delivery, or for other causes shall be deemed waived or released by Buyer unless received in writing within seven (7) days of delivery of Products or the installation thereof by Waters' representative, whichever is earlier.

15. Cancellation. Order once placed with and accepted by Waters may be cancelled only with Waters' consent. In such event, Buyer shall indemnify and hold Waters harmless against any loss or damages. A 10% cancellation and restocking charge of the order value may be charged from Buyer for any cancellation. Waters reserves the right to cancel the order in whole or in part based on reasonable grounds such as product unavailability and inability to verify or identify Buyer. Cancellation or termination of the contract shall not affect the accrued rights of the parties arising in any way out of such contract as of the date of cancellation or termination.

16. Force Majeure. Waters shall have no liability for failure to perform, or delay in performance, or in the delivery of any and all equipment manufactured or sold by Waters including instruments, supplies, components, systems, chemistry, accessories, replacement spare parts, or any and all services provided by Waters, caused by circumstances beyond its reasonable control including, but not limited to, acts of God, acts of nature, floods, fire, explosions, war or military mobilization, , riots, epidemic, pandemic, quarantine, landslides, lightning, earthquakes, Governmental action or inaction, request of governmental authority, delays of any kind in transportation or inability to obtain material or equipment, acts of other governments, strikes, or labor disturbances.

17. Other Agreements. If there is any inconsistency between these terms and any order submitted by Buyer (whether in writing, verbally or otherwise) or any other arrangements between the parties, these terms prevail unless otherwise agreed in writing by the parties, save that as between these terms and any valid, binding and current written agreement signed by Buyer and Waters, such formal written agreement shall prevail to the extent of any inconsistency. For the avoidance of doubt, in the event of a conflict between these terms and conditions and the conditions of Buyer, the following order of precedence shall apply: Waters Special Terms and Conditions; Waters General Terms and Conditions, Buyer Purchase Order, any other relevant contract or documents between the parties.

18. Assignment. Buyer shall not transfer or assign its rights under these terms to anyone else without Waters' prior consent in writing. Waters may assign or transfer any of its rights or obligations under these terms without Buyer's consent. Each assignee or transferee is to have the same rights against Buyer under these terms as if named as Waters'.

19. Severability. If a provision of the foregoing terms is or becomes legally invalid, the validity of the remainder of the provisions shall not be affected thereby.