TÜVNORD

General Terms and Conditions of TUV NORD (Malaysia) Sdn Bhd

I. Definitions

In these General Terms and Conditions, unless the context otherwise requires, the following terms shall have the meanings set out below:

"Contractor" means the relevant company within the TÜV NORD GROUP that enters into and performs this Agreement.

"Principal" means any individual, company, partnership, limited liability partnership, sole proprietorship, government agency, statutory body, or other legal entity engaging the Contractor to provide services under this Agreement.

"Business Customer" means any individual, company, partnership, limited liability partnership, corporation, statutory body, or other legal entity entering into this Agreement for purposes relating wholly or mainly to its trade, business, profession, or commercial activities.

"Consumer" means an individual who enters into this Agreement wholly or mainly for personal, domestic, or household purposes and not for purposes relating to any trade, business, profession, or commercial activity.

"Agreement" means the contract between the Contractor and the Principal comprising these General Terms and Conditions together with any quotation, proposal, purchase order, work order, scope of services, or other documents expressly incorporated by reference.

II. Validity of these Terms and Conditions

1. Except as otherwise provided in individual cases, Agreements with the Contractor are concluded exclusively pursuant to the following provisions. The Contractor does not accept any of the Principal's conflicting regulations or conditions to the contrary unless it has expressly consented to such in writing. The Contractor's following conditions shall apply even if the Contractor provides its services without reservation while being aware of the Principal's contradicting or conflicting conditions.

2. These General Terms and Conditions apply to all of the Contractor's services (including, but not limited to, expert opinions, inspection and consulting services) and all rights and obligations resulting from the contractual relationship with the Principal. These conditions shall also apply to all future business relations with companies and statutory bodies governed by public law.

III. Conclusion of the Contract

1. An Agreement shall be deemed to be concluded with the Contractor only when the Principal accepts an offer made by the Contractor without reservation, or upon the Principal's receipt of a written order confirmation from the Contractor, or when the Contractor commences the provision of the services. If the Contractor issues a written order confirmation, such order confirmation shall be decisive as to the content and scope of the Agreement unless expressly agreed otherwise in writing.

2. Any and all arrangements between the Principal and the Contractor regarding the performance of the Agreement are fully set forth in writing in the Agreement, including these General Terms and Conditions. There are no verbal agreements, representations, warranties, or supplements other than those expressly set out in writing.

IV. Performance of the Agreement and Principal's Obligation to Participate

1. If objects belonging to the Principal must be accessed for the contractual performance of the services owed by the Contractor, the Contractor shall not be liable for any loss of, damage to, or destruction of such objects arising from the proper performance of the services, provided that such loss, damage, or destruction was not caused by the Contractor's negligence, wilful misconduct, or breach of this Agreement.

2. If the Contractor's own equipment is damaged, destroyed, or lost as a consequence of, or in connection with, the proper performance of the Contractor's services, and such damage, destruction, or loss is not caused by the Contractor, the Contractor shall be entitled to seek reimbursement or replacement from the Principal to the extent that such damage, destruction, or loss was caused by the Principal or by circumstances within the Principal's reasonable control.

3. Transportation and possible return of the Principal's objects is at its own cost and risk; however, return is performed only upon the Principal's express request. During storage of the Principal's objects, the Contractor shall exercise the same degree of care as it exercises in respect of its own property.

4. The Principal shall fully disclose all information relevant to the Contractor's proper performance of the services. The Contractor shall not be obliged to verify the accuracy or completeness of any data, information, documents, or other materials provided by the Principal, unless there is reason to do so in light of the circumstances of the particular case or unless otherwise expressly stated in the Agreement. The Contractor does not warrant the accuracy or completeness of any safety rules, information, instructions, or programs upon which its inspections, testing, certifications, or expert opinions are based, unless such rules, information, instructions, or programs originate from the Contractor or form part of the scope of the services. Where the Contractor is engaged to inspect the technical safety of an object, the Contractor does not warrant that the object is free from any faults or defects other than those expressly covered by the scope of services set out in the Agreement.

5. Insofar as the Principal's participation is required for the Contractor's performance of the services, the Principal shall provide such participation in a timely manner and at its own cost. Expenses shall be reimbursed only if expressly agreed in writing. To the extent that the Principal does not fulfil its obligations to participate, does not do so properly or in a timely manner, and performance or acceptance is thereby delayed, the Contractor shall be entitled to charge any additional expenses incurred as a result. The Contractor's further legal rights and remedies shall remain expressly unaffected.

6. The Contractor is entitled to have the services owed under this Agreement performed, in whole or in part, by carefully selected and suitably qualified subcontractors.

7. If the Contractor performs services outside its premises, the Principal shall be responsible for implementing any measures required to fulfil duties of care for the protection of persons and property, unless such measures are not required by the nature of the services or otherwise agreed between the parties. The Contractor shall be entitled to refuse to perform the services for as long as the required measures have not been implemented. The Principal shall inform the Contractor, in writing and in a timely manner, of all safety and accident prevention regulations applicable at the relevant location.

8. If the Agreement includes services pertaining to the Principal's information technology systems, the Principal shall be obliged to back up its data and programs at regular intervals appropriate to the application, and at least once daily, in machine-readable form, to ensure that such data and programs can be restored with reasonable effort. The Contractor shall be responsible for the recovery of data only to the extent that the Principal has ensured that such data can be reconstructed from other data material with reasonable effort.

V. Deadlines and Schedules

1. If a binding deadline for the provision of services is not agreed, the Contractor shall be in default only if the Principal has first granted an adequate period in writing for the provision of the services owed and such deadline has expired without success. Deadlines shall commence only upon the complete fulfilment of all obligations to participate owed by the Principal and, insofar as a down payment has been agreed, upon receipt of such payment. Deadlines shall be extended accordingly due to the Principal's subsequent change requests or delayed participation.

2. The Contractor shall not be liable for any delay or failure in performing its obligations under this Agreement where such delay or failure is caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, epidemics, pandemics, war, terrorism, civil unrest, strikes, labour disputes, shortages of labour or materials, transportation disruptions, utility failures, governmental actions, or similar events ("Force Majeure Event"). The time for performance shall be extended for the duration of the Force Majeure Event. If the Force Majeure Event continues for more than six (6) weeks, either Party may terminate the affected services by written notice, provided that the Contractor shall be entitled to payment for all services performed and costs incurred up to the date of termination.

3. If the Principal defaults in accepting the service or breaches any other obligation to cooperate, the Contractor is entitled to claim reimbursement of any additional expenses incurred as a result of such default or breach. This shall not affect any further legal claims for damages.

4. If the Contractor defaults in the provision of services due to slight negligence, its liability for damages arising from the delay (compensation in addition to services) shall be limited to 5% of the contract price. Claims for damages in lieu of performance shall be subject to Sec. X.

VI. Acceptance

1. The Principal is obligated to accept the Contractor's services. Insignificant defects shall not entitle the Principal to refuse acceptance. In the case of separable partial services, the Contractor shall also be entitled to request partial acceptance.

2. The Principal is obligated to accept the Contractor's services within fourteen (14) days after completion of the services and the Contractor's request for acceptance, unless the Principal refuses acceptance within such period by specifying at least one defect. If the Principal fails to accept the services within such period despite being obligated to do so, the services shall be deemed accepted. If the Principal is a Consumer, the Contractor shall, together with its request for acceptance, expressly inform the Principal of the consequences of failing to declare acceptance or refusing acceptance without specifying any defects.

3. If the Principal asserts a right of retention due to alleged defects, the Contractor shall review its services. If the Principal's retention is found to be unjustified, the Principal shall bear all additional costs incurred, unless the Principal acted with only slight negligence or was not at fault.

VII. Prices and Payments

1. The price specified by the Contractor or, where no specific price is stated, the price customarily charged by the Contractor for the respective service shall apply, plus any applicable statutory Sales and Service tax. In the case of cross-border services, any applicable taxes, duties, customs charges, fees, and other charges of any kind arising from or in connection with such services shall be borne by the Principal.

2. Within the scope of contracts for the performance of continuing obligations and long-term contracts, if the Contractor's prime costs increase and such increase is not attributable to the Contractor, the Contractor shall be entitled to an appropriate price increase commensurate with the increase in its prime costs. If the Principal does not consent to such price increase, it shall be entitled to terminate the Agreement within four (4) weeks of receiving notification of the price increase; otherwise, the price increase shall be deemed mutually agreed. The right to a price increase under this provision shall not apply if the Principal is a Consumer.

3 The Principal shall pay the remuneration owed, without any cash discount, free of charge to the Contractor, within four (4) weeks after receipt of the invoice, to the bank account stated by the Contractor. Credit to the Contractor's account shall be decisive for determining the timeliness of payment. The Contractor reserves the right to request appropriate instalment payments and advance payments.

4 If the Agreement is based on a cost estimate, and it becomes apparent that the costs will be significantly higher than the amount estimated to the Principal, the Contractor shall inform the Principal thereof in writing. In this case, the Principal shall be entitled to terminate the Agreement in writing within four (4) weeks after receipt of such notification. In the event of termination, the Contractor shall be entitled to request partial remuneration commensurate with the services already provided. Furthermore, the Contractor shall be entitled to request reimbursement of any expenses incurred in connection with the provision of the services that are not included in such remuneration.

5 If the Principal owes interest and expenses in addition to any existing principal claim, any payment made by the Principal that does not fully satisfy the total amount due shall first be credited against expenses, secondly against interest, and lastly against the principal claim.

6. The Principal is entitled to rights of set-off and retention only if its counterclaims are legally established, undisputed, or acknowledged in writing by the Contractor. This limitation does not apply to the Principal's claims for defects arising from the same contractual relationship as the Contractor's payment claim. If the contract partner is a Consumer, then, notwithstanding the foregoing, such contract partner shall generally be entitled to unlimited rights of retention for claims arising from the same contractual relationship.

7. If, after the conclusion of the Agreement, it becomes clear that the Contractor's claims against the Principal are at risk due to the Principal's inability to perform, the Contractor shall be entitled to perform any outstanding services only against advance payment or the provision of security, as well as payment of any outstanding receivables for partial services already provided under the Agreement, and, following the unsuccessful expiry of a grace period, shall be entitled to withdraw from the Agreement. Clause 4, sentence 3 of this Section VII shall apply accordingly.

8. If the Principal fails to make any payment by the due date, the Contractor shall be entitled to charge interest on the overdue amount at the rate of one and a half percent (1.5%) per month (equivalent to eighteen percent (18%) per annum), calculated from the due date until the date of full payment, whether before or after judgment. The Contractor shall further be entitled to recover all reasonable costs and expenses incurred in connection with the collection or recovery of the overdue amount, including administrative charges, legal fees, and debt recovery costs. The Contractor shall also be entitled to recover any additional loss or damage suffered as a result of the payment default to the extent that such loss or damage exceeds the interest and costs recovered under this Clause.

VIII. Claims for Defects

1. In the event of defective services provided by the Contractor, the Principal shall grant the Contractor an opportunity to perform supplementary performance at least twice within reasonable grace periods, unless such requirement is unreasonable in the particular circumstances of the case or unless special circumstances justify the Principal's immediate withdrawal from the Agreement, taking into consideration the mutual interests of the parties. The Contractor may, at its own discretion, either rectify the defect or re-perform the services free from defects. If the supplementary performance is unsuccessful, the Principal shall be entitled to reduce the remuneration or withdraw from the Agreement, and any claim for damages shall be subject to Section X. No right of withdrawal or claim for damages shall arise where the deviation from the contractual requirements is insignificant.

2. The Principal shall notify the Contractor in writing of any apparent defects immediately and in any event no later than two (2) weeks after acceptance of the services. The Principal shall notify the Contractor in writing of any hidden defects within two (2) weeks after becoming aware of such defects. Failure to provide such notice within the prescribed period shall be taken into account in assessing the Contractor's liability to the extent that the delay has prejudiced the Contractor's ability to investigate, verify, or remedy the alleged defect. This provision shall not apply where the Principal is a Consumer.

IX. Withdrawal

The Principal's right of withdrawal shall apply only where the Contractor is responsible for the breach of obligations on which the withdrawal is based. Any withdrawal must be declared in writing by registered mail. If the Principal is a Consumer, a declaration of withdrawal in text form shall be sufficient.

X. Liability

1. The Contractor's liability shall be determined in accordance with the applicable statutory provisions governing compensation for loss or damage where the Principal asserts claims for damages arising from the Contractor's intentional misconduct or gross negligence, including the intentional misconduct or gross negligence of the Contractor's representatives, employees, agents or subcontractors, or where the Contractor culpably breaches a material contractual obligation. Material contractual obligations are obligations that are essential to the proper performance of this Agreement and on which the Principal would ordinarily rely and is entitled to rely.

2. Insofar as the Contractor is not liable for intentional misconduct, liability for damages in the above cases shall be limited to foreseeable losses typically incurred in connection with agreements of this nature. Accordingly, in such cases, the Contractor's liability for property and material damage shall not exceed the total fees payable to TUV NORD under the Contract for each claim or occurance. Nothing in this Clause shall exclude or limit any liability that cannot be excluded or limited under applicable law. If the Principal is a Consumer, the liability limitations set forth in this Section shall neither apply in cases of intentional misconduct nor in cases of gross negligence.

3. The above provisions shall not affect liability for injury to life, body, or health caused by the Contractor's culpable conduct.

4. Unless otherwise stipulated in these provisions, any liability for damages exceeding the limits set out in Clauses 1 to 3 is excluded, regardless of the legal nature of the claim asserted; provided that nothing in this Agreement shall exclude or limit any liability that cannot be excluded or limited under applicable law.

5. To the extent that the Contractor's liability for damage pursuant to the above provisions is excluded or limited, such exclusion or limitation shall also apply to the personal liability of the Contractor's employees, workers, staff members, representatives, and agents.

6. The limitations set out in Clauses 1 and 2 shall also apply where the Principal claims wasted expenditure instead of damages in lieu of performance.

XI. Period of Limitations

1. Contractual claims arising from a breach of duty shall be subject to the applicable limitation period prescribed under the Limitation Act 1953 and any other applicable laws of Malaysia. Unless otherwise provided by law, actions founded on contract or tort shall be commenced within six (6) years from the date on which the cause of action accrued.

2. The above provisions shall not apply to statutory limitation periods relating to: (i) claims arising from death or injury to a person's body or health; (ii) other claims arising from an intentional or grossly negligent breach of duty by the Contractor, its directors, officers, employees, representatives, or agents; and (iii) claims arising from the fraudulent concealment of a defect or from an express warranty or guarantee**.**

XII. Utilization Rights and Indemnification

1. The Contractor's services provided in connection with the performance of this Agreement (e.g., expert opinions, inspection services, and consulting services) may only be used for the purpose contractually agreed between the Parties. Unless otherwise agreed in writing in a particular case, the Contractor grants the Principal a non-exclusive, non-transferable right to use any services or work products of the Contractor that are protected by copyright, solely for the agreed purpose and subject to any applicable time and territorial limitations. No other rights are granted expressly or by implication. In particular, the Principal shall not be entitled to adapt, modify, reproduce, distribute, or otherwise exploit the Contractor's services, whether in whole or in part, without the Contractor's prior written consent.

2. To the extent that, pursuant to this Agreement, the Contractor grants the Principal the right to use the Contractor's quality marks and/or certificates, such quality marks and/or certificates may be used only for the contractually designated purpose or in relation to the certified scope and only in the form and manner provided by the Contractor, without modification.

3. Any use of the Contractor's trademarks, brands, and other identifying marks beyond the scope set out above, including, for example, the word mark and/or device mark "TÜV NORD", shall require the Contractor's prior written consent.

4. If the Principal breaches the above provisions, the Contractor shall be entitled at any time to prohibit the continued use of the Contractor's services, quality marks, certificates, and/or identifying marks. Upon the Contractor's first written request, the Principal shall indemnify and hold harmless the Contractor against all third-party claims, regardless of their legal basis (including, without limitation, claims under competition law), arising out of or in connection with the Principal's use of the Contractor's services, quality marks, certificates, and/or identifying marks, and shall reimburse the Contractor for all related costs and expenses incurred in connection therewith.

XIII. Data Protection

The Contractor shall process personal data only for the performance of this Agreement and, where permitted by law, for marketing purposes. The Principal may object at any time to the use of its personal data for direct marketing, and the Contractor shall comply with such objection in accordance with applicable law.

Where the Principal provides personal data to the Contractor, the Principal warrants that it has obtained all necessary notices, consents and authorisations required under applicable data protection laws.

The Contractor shall implement appropriate measures to protect personal data and shall retain, store and delete such data in accordance with the Personal Data Protection Act 2010 and other applicable laws. Personal data shall be retained only for as long as necessary for the purposes for which it was collected or as required by law.

Subject to applicable law, the Principal may request access to, correction of, and where applicable, deletion of its personal data held by the Contractor.

XIV. Obligation to Confidentiality and Retention of Records

1. The Contractor and the Principal shall each keep confidential all confidential information of the other Party. This obligation shall continue for a period of five (5) years following the termination or expiry of this Agreement. The foregoing obligation shall not apply to any information that:

   (a) can be proven to have been known to the recipient prior to the conclusion of this Agreement or that is disclosed to the recipient by a third party after the conclusion of this Agreement without any breach by such third party of a confidentiality obligation, statutory provision, or official order;

   (b) was in the public domain at the time of the conclusion of this Agreement or subsequently becomes part of the public domain, unless such disclosure results from a breach of this Agreement;

   (c) is required to be disclosed pursuant to any applicable law, regulation, court order, or requirement of a governmental or regulatory authority. To the extent permitted by law and reasonably practicable, the recipient required to disclose such information shall provide the other Party with prior written notice of such disclosure and a reasonable opportunity to seek a protective order or otherwise prevent or limit such disclosure;

(d) was developed by the recipient independently of its knowledge of such confidential information.

2. The Contractor shall retain contractual documents to the extent required by any applicable law, regulation, or requirement of a competent authority. In addition, the Contractor shall retain records for documentation purposes. Any statutory or contractual rights of the Principal to the return of documents or records shall remain unaffected.

XV. Place of Performance and Prohibition of Assignment

1. The place of performance for all services under this Agreement shall be the Contractor's registered office.

2. The Principal shall not assign, transfer, pledge, charge or otherwise dispose of any claims or rights arising out of or in connection with the business relationship between the Parties without the prior written consent of the Contractor.

XVI. Anti-Bribery and Anti-Corruption

1. Each Party shall comply with all applicable anti-bribery and anti-corruption laws and regulations, including the Malaysian Anti-Corruption Commission Act 2009, as amended from time to time.

2. Neither Party shall, directly or indirectly, offer, promise, give, solicit, receive, or accept any bribe, facilitation payment, kickback, or other improper advantage in connection with the negotiation, execution, or performance of this Agreement.

3. Each Party shall maintain adequate policies, procedures, and controls designed to prevent bribery and corruption in relation to its activities under this Agreement.

4. Any material breach of this Clause shall entitle the non-breaching Party to terminate this Agreement immediately by written notice, without prejudice to any other rights or remedies available at law.

XVII. Sanctions and Export Controls

The Parties shall comply with all applicable trade sanctions, export control laws and regulations. The Contractor may refuse, suspend or terminate the performance of services where such performance would result in a breach of any applicable sanctions or export control laws.

XVIII. Jurisdiction and Applicable Law

1. The courts of Malaysia shall have exclusive jurisdiction to settle any dispute, claim or matter arising out of or in connection with this Agreement or the business relationship between the Parties.

2. The Contractor is not participating in any consumer dispute resolution proceedings before any consumer dispute resolution body, unless required by applicable law.

3. This Agreement and all business relations and legal relations between the Principal and the Contractor shall be governed by and construed in accordance with the laws of Malaysia. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

Valid: October 2026