



SALES POLICY TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 The following words have the following meaning in these conditions.

“Buyer” means the company, firm, body or person so named in the order, being the purchaser of the Goods.

“Seller” means Pacific IT Sdn. Bhd.

“Contract” means the contract between the Buyer and the Seller consisting of the Buyer’s order which has been accepted by the Seller in accordance with condition 3.4.

“Goods” means the hardware and equipment specified in each Contract and any software which accompanies such hardware and equipment.

1.2 Condition headings do not affect the interpretation of these conditions. References to conditions are to the conditions within these terms and conditions.

1.3 A reference to any statute or statutory instrument shall be construed as including a reference to any modification, extension or re-enactment thereof from time to time.

1.4 Words in the singular include in the plural and vice versa.

2. APPLICATION OF CONDITIONS

2.1 All quotations are made and all orders are accepted by the Seller subject to these conditions.

2.2 These conditions shall apply to and are incorporated in the Contract and shall prevail over any inconsistent terms or conditions contained in or referred to in the Buyer’s purchase order, confirmation of order and/or other documentation and/or which are implied by law, trade custom, practice or course of dealing.

2.3 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on the Seller unless in writing and signed by a duly authorised representative of the Seller.

2.4 The United Nations Convention of the International Sale of Goods shall not apply to the Contract.

2.5 It is the Buyer’s obligation, responsibility and cost to comply with all applicable requirements and restrictions imposed by law or by governmental or other authorities relating to the possession, use, import, export and/or resale of the Goods.

3. BASIS OF SALE

3.1 Any quotation is valid for a period of 24 hours only from the time of issue by the Seller and automatically lapses on expiry of such period.

3.2 The Seller may withdraw its quotation at any time prior to the expiry of such period by notice to the Buyer.

3.3 Any order placed upon a quotation or otherwise shall be accepted entirely at the discretion of the Seller and if so accepted shall only be accepted upon these conditions.

3.4 The Buyer shall ensure that all orders are complete and accurate. The Seller shall not be obliged to agree to any amendments to an order once the order has been submitted to the Seller.

3.5 Each order or acceptance of a quotation for Goods by the Buyer shall be deemed to be an offer by the Buyer to purchase the relevant Goods subject to these conditions.

3.6 A binding contract shall not come into existence between the Seller and the Buyer unless and until the Seller issues a written order acknowledgement to the Buyer or the Seller delivers the Goods to the Buyer (whichever occurs earlier).

3.7 The Seller may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the applicable Contract. Each instalment shall be a separate Contract and no cancellation or termination by either party of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

3.8 The Buyer indemnifies the Seller in full and holds the Seller harmless from and against all losses, damages, costs, expenses and liabilities that the Seller may incur (directly or indirectly including financing costs and legal costs on a full indemnity basis) following any breach by the Buyer of any of its obligations under these conditions.

3.9 To the extent that the Goods include software, the Buyer acknowledges and agrees that:

(a) the Buyer’s use of such software is subject to the rights and restrictions for use of the software as are imposed by the owner of the intellectual property rights in the software and the Buyer shall comply with all applicable licence agreements, terms of use and registration requirements relating to the same;



(b) nothing in these conditions will be construed as assigning to the Buyer any intellectual property rights in such software;

(c) the Seller gives no warranty in respect of such software and shall not be liable to the Buyer in respect of any defect or error in such software;

(d) the Seller accepts no returns in respect of the software.

4. QUANTITY AND DESCRIPTION

4.1 The quantity and description of the Goods shall be as set out in the Seller's acknowledgement of order or (if there is no acknowledgment of order) quotation.

4.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Seller, and any descriptions or illustrations contained in the Seller's catalogues, brochures and/or other advertising materials are issued or published for illustrative purposes only and they do not form part of the Contract.

4.3 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

4.4 Any advice or recommendation given by the Seller or its employees, contractors or agents to the Buyer or its employees, contractors or agents about the storage, application or use of the Goods which is not confirmed in writing by an authorised officer of the Seller is followed or acted on entirely at the Buyer's own risk.

5. DELIVERY, SAFETY & RISK

5.1 All delivery times quoted by the Seller are given in good faith but are estimates only. Time is not of the essence as to the delivery of the Goods. Delay in the delivery of the Goods shall not be a breach of contract and the Seller shall not be liable for the consequences of any delay in delivery, howsoever caused.

5.2 The Seller may deliver the Goods in advance of the quoted delivery date on written notice to the Buyer.

5.3 If the Seller fails to deliver the Goods within 10 days of the quoted delivery date, the Buyer may cancel the Contract in accordance with the provisions of condition 11, provided that:

(a) the Buyer may not cancel the Contract if notice of cancellation pursuant to condition 11 is given after the Goods have been despatched;

(b) the Buyer on such cancellation has no further claim and hereby waives all claims against the Seller in respect of that Contract.

5.4 Without prejudice to the foregoing, if the Buyer accepts delivery of the Goods after the estimated delivery time, it hereby waives all claims against the Seller in respect of such delay (including, without limitation, in respect of any increase in the price of the Goods during the period of delay).

5.5 Risk in the Goods shall pass to the Buyer from the time of delivery. Delivery shall take place as specified in the Seller's acknowledgement of order or as otherwise confirmed to the Buyer and shall either take place:

(a) at the Seller's premises and the Buyer shall collect the Goods and/or arrange carriage from the Seller's premises, in which circumstances delivery shall take place immediately prior to loading and the Goods shall be loaded onto the Buyer's means of carriage at the risk of the Buyer; or

(b) at the Buyer's premises or such other premises as specified by the Buyer, and the Seller shall arrange carriage, in which circumstances risk shall pass immediately prior to off-loading the Goods at such delivery location and off-loading shall be at the risk of the Buyer.

5.6 Where delivery takes place at the Buyer's premises (or other premises specified by the Buyer), the Buyer shall be responsible for preparing the delivery location for the delivery of the Goods and for the provision of all necessary access and facilities reasonably required to deliver the Goods. The Seller may decline to deliver the Goods if it feels that it would be unsafe, unlawful or unreasonably difficult to do so or if the premises (or access to them) is unsuitable. If the Seller is prevented from carrying out delivery or installation on the specified date due to reasons set out in this condition 5.6, or the Buyer fails to take delivery of the Goods, the Seller may (in its absolute discretion) levy additional charges to the Buyer to cover the Seller's costs and losses arising from this event, including (without limitation) the additional costs of handling and storing the Goods and transportation costs.

5.7 The Buyer shall inspect the Goods on delivery. If any Goods are delivered damaged or are defective or if the Goods fail to be delivered at all, the Buyer must notify the Seller as soon as reasonably possible and in any event within 30 days of delivery (or the expected delivery date) by means of the cancellation and returns procedure in condition 11. In the event that notification is not received by the Seller within



the requisite time then the Buyer shall be deemed to have accepted the Goods and delivery shall be complete.

5.8 Should the Buyer notify the Seller that the Goods have been delivered damaged or defective, the Buyer shall grant the Seller (and/or its carrier or other authorised representative) access to the premises on which the Goods are stored and to the Goods in order that the Goods may be inspected.

5.9 Where the Buyer has notified the Seller of damage, defect or non-delivery in accordance with condition 5.7, the Seller's obligation in respect of damaged or defective Goods or failure to deliver Goods shall be limited, at the absolute discretion of the Seller, to either replacing or repairing the Goods or refunding the price of the Goods. The Seller shall not be liable in respect of any loss, damage or defect to the Goods which arises:

- (a) following the transfer of risk to the Buyer pursuant to condition 5.5;
- (b) during the loading or unloading of the Goods when the Buyer arranges carriage, or during the unloading of Goods when the Seller arranges carriage;
- (c) due to the installation, handling, use, storage, repair to or alteration of the Goods by the Buyer or any other person following delivery.

5.10 The Seller may deliver the Goods in instalments. Each instalment shall be treated as a separate Contract.

Where the Goods are to be delivered in instalments or against call-off and the Buyer either:

- (a) fails to accept any delivery when due; or
- (b) defaults in making any payment when due,

then the Seller may cancel any or all subsequent deliveries and the Buyer shall compensate the Seller in full for any loss or expense arising from such cancellation and, notwithstanding the Seller's duty to mitigate its loss, the Buyer shall compensate the Seller in full for the loss of the price in respect of Goods ordered but not delivered.

5.11 The Buyer is responsible for obtaining at its own cost such import licences and other consents that are required in respect of delivery of the Goods.

5.12 The Seller shall not be under any obligation to give notice pursuant to section 32(3) of the Sale of Goods Act 1979 in respect of delivery of any Goods.

6. PRICE

6.1 Unless otherwise stated by the Seller, the price for the Goods will be the price set out in the Seller's order acknowledgement.

6.2 The price in a quotation does not include unless otherwise specified:

- (a) any GST and/or any other tax or duty relating to the manufacture, transportation, export, import, sale or delivery of the Goods;
- (b) any cost of effecting delivery, shipping and/or carriage;
- (c) any special packaging, alteration or modification to the order required by the Buyer;
- (d) any insurance.

6.3 The price is based on the description and quantity of the Goods as set out in the Contract and any other information provided by the Buyer. The Seller reserves the right (in its absolute discretion) to amend the price to cover any increase in cost which may arise as a result of additional Goods being requested by the Buyer which the Seller agrees to provide and/or additional or incomplete instructions or information being provided by the Buyer.

6.4 Rates of tax and duty on the Goods will be those applying at the time of delivery.

6.5 Quotations in a currency other than sterling are based on the rate of exchange at the time of quoting and (unless otherwise agreed in writing between the parties) the Seller reserves the right to vary the price if a different rate of exchange is applicable at the date of invoice.

6.6 The Seller may invoice the Buyer for the Goods at any time on or after the delivery of the Goods or any instalment of the Goods (as appropriate). If any delivery is postponed at the request or by the default of the Buyer then the Seller may submit its invoice at any time after the Goods are ready for delivery or would have been ready but for such request or default on the part of the Buyer.

7. PAYMENT TERMS

7.1 The seller shall be entitled to modify the designs and specifications for products without prior notification.

7.2 No other specification, descriptive material, written or oral representation, correspondence or statement, promotional or sales literature shall form part of or be incorporated by reference into the contract.



7.1 The Buyer shall pay the price of the Goods in cash or otherwise in cleared funds on the date of delivery, unless they have an approved credit account with the Seller.

7.2 If the Buyer has an approved credit account with the Seller, payment is due no later than 30 days after the date of the Seller's invoice unless otherwise agreed in writing by the Seller.

7.3 If the Buyer fails to pay the Seller in full on the due date the whole of the balance of the price for the Goods then outstanding shall become immediately due and payable and without prejudice to any other right or remedy available to the Seller and notwithstanding the retention of title pursuant to condition 9, the Seller may:

(a) terminate the Contract or suspend or cancel future deliveries of the Goods;

(b) cancel any discount offered to the Buyer;

(c) charge interest on the amount outstanding at the rate equivalent to that set pursuant to the Late Payment of Commercial Debts (Interest) Act 1998, calculated (on a daily basis) from the date of invoice until the date of payment (before and after any judgement, unless the court orders otherwise), compounded on the first day of each calendar month.

7.4 If the Buyer has an approved credit account the Seller reserves the right to withdraw it or reduce the credit limit or bring forward the date for repayment. The Seller may do any of these at any time without notice.

7.5 The Buyer does not have the right to set off any monies due to the Seller against any monies the Seller owes to the Buyer.

7.6 Without prejudice to the other rights and remedies that it may have at contract and at law, whilst the Buyer owes money to the Seller, the Seller has a general lien on any of the Buyer's Goods or other property in the Seller's possession. The Seller shall be entitled, on the expiry of 14 day's notice in writing, to dispose of the Goods or other property in such manner and at such price as it thinks fit and to apply the proceeds towards the amounts outstanding.

7.7 The Buyer consents to the Seller making credit reference and other enquiries for the purpose of assessing the credit worthiness of the Buyer and holding the results of the same for its records.

7.8 Without prejudice to any other rights it may have under law and this Contract, all sums payable to the Seller under the Contract become immediately due and owing on its termination.

7.9 Time for payment of the price shall be of the essence of the Contract.

8. STOCK ROTATION

If the Seller should cease to trade then any monetary value built up but as yet unpaid/unclaimed through the stock rotation process becomes null and void. The Buyer does not have the right to set off any money in relation to this type of business against anything owed to the Seller.

9. TITLE TO THE GOODS

9.1 Title to and ownership of the Goods does not pass from the Seller to the Buyer until the invoice price, and any other money which is due and payable by the Buyer to the Seller at the date of the Contract, has been paid in full.

9.2 Until such time as title has passed, the Buyer shall:

(a) have possession of the Goods on a fiduciary basis as bailee for the Seller;

(b) store the Goods (at no cost to the Seller) in satisfactory conditions and separately from all the Buyer's other goods and equipment or that of a third party, so that they remain readily identifiable as the Seller's property;

(c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;

(d) keep the Goods insured on the Seller's behalf for their full price against all risks for which a prudent buyer would insure them and hold the proceeds of such insurance on trust for the Seller and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

9.3 If the Buyer re-sells the Goods before the invoice price and other money which is due and payable by the Buyer at the date of the Contract has been paid in full, then the Seller has the right to the proceeds of the sale (or a part of the proceeds sufficient to discharge those sums) which the Buyer agrees to hold in trust for the Seller.

9.4 The Buyer's right to possession of the Goods before ownership has passed shall terminate immediately if:

(a) any of the circumstances set out in condition 14.1 arise;

(b) the Buyer encumbers or in any way charges the Goods; or

(c) if the Buyer fails to make any payment to the Seller on the due date.



9.5 The Buyer grants to the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them or, where the Buyer's right to possession has terminated, to remove them. All costs incurred by the Seller in repossessing the Goods shall be borne by the Buyer.

9.6 The Buyer shall inform the Seller (in writing) immediately if the Buyer become insolvent or suffers any other event pursuant to condition 14.1.

9.7 Notwithstanding the Seller's retention of title to the Goods, the Seller reserves the right to take legal proceedings to recover the price of Goods supplied should the Buyer not pay the Seller by the due date.

9.8 If the Buyer uses a banking facility, factor or invoice discounter who may claim security over the Buyer's assets, the Buyer must notify such entity of the Seller's property rights over Goods pursuant to this condition 9.

9.9 On termination of the Contract for any reason, the provisions of this clause 9 shall remain in effect.

10. WARRANTY AND LIMITATION OF LIABILITY

10.1 The Seller warrants to the Buyer that the Goods as at the time of delivery:

- (a) materially comply with their description on the Seller's order acknowledgement form; and
- (b) are free from material defect (save in respect of software which is not subject to any warranty from the Seller).

10.2 The Seller gives no other warranties and hereby excludes to the maximum extent permitted by law all warranties, terms and other conditions (whether express or implied) as to the Goods and/or their delivery.

10.3 The Seller is not liable, whether in tort, contract, misrepresentation or otherwise for:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of goodwill;
- (d) loss of anticipated savings;
- (e) loss of goods;
- (f) loss of contract;
- (g) loss or corruption of data or information;
- (h) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

10.4 Subject to conditions 5.9 and 10.5 the Seller's total liability to the Buyer in contract, tort, misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the invoice price of the Goods in the Contract.

10.5 Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence or fraud or fraudulent misrepresentation.

10.6 The Seller hereby excludes, to the maximum extent permitted by law, all liability in respect of all and any claims that the sale, supply and/or use of the Goods infringes the intellectual property of a third party.

10.7 The Seller may from time to time make a recommendation or give advice as to the compatibility of Goods and/or their suitability for use in respect of the Buyer's system or network. The Buyer relies on all such recommendations and advice at its own risk. The Seller hereby excludes, to the maximum extent permitted by law, all liability to the Buyer should it rely on or otherwise take action in respect of the Seller's recommendations or advice.

11. CANCELLATION AND RETURNS PROCEDURE

11.1 No order which has been acknowledged by the Seller may be cancelled in whole or in part by the Buyer, except with the prior written agreement of the Seller and provided that the Buyer indemnifies the Seller in full against all loss, costs, damages, charges and expenses incurred by the Seller as a result of cancellation or part cancellation (including, without limitation, in respect Goods that the Seller has committed to acquire in respect of such order). In the event of part cancellation, the Seller may invoice the Buyer for any difference in selling price per unit of the Goods applicable to the quantity dispatched up to the time of cancellation compared to the quantity ordered.

11.2 The Buyer is only entitled to return Goods to the Seller (whether or not damaged or defective) if it complies with the following returns procedure:

- (a) using the returns form provided by the Seller, the Buyer shall advise the Seller as soon as possible of its wish to return the Goods and, in any event, within 14 days of delivery if there is no defect or damage and within 30 days of delivery if there is defect or damage;
- (b) the Buyer shall on request grant the Seller (and/or its carrier or other authorised representative)



access to the premises on which the Goods are stored and to the Goods in order that any damage or defect claimed by the Buyer may be inspected;

(c) the Seller shall consider each returns request on a case by case basis;

(d) for Goods which the Buyer wishes to return because they are damaged or defective - if in the reasonable opinion of the Seller, the Goods were damaged or defective in material or workmanship as at the time of delivery, the Seller will (at its absolute discretion) either replace or repair the Goods or refund the price of the Goods and confirm to the Buyer whether such Goods should be returned;

(e) for Goods which the Buyer wishes to return and which are not damaged or defective - the Seller may, in its absolute discretion (but is not obliged), agree to the return of the Goods to the Seller subject to the Buyer paying to the Seller a cancellation and handling fee of up to 50% of the invoice price plus the cost of redelivery;

(f) under no circumstances whatsoever does the Seller accept returns in respect of software.

11.3 Should the Seller accept the return of Goods from the Buyer, such acceptance is subject to:

(a) the provisions of the returns procedure in condition 11.2 and to the Seller agreeing to the return of the Goods and confirming this in writing to the Buyer;

(b) the Buyer complying precisely with the Seller's return shipping instructions and any other return instructions given to the Buyer from time to time by the Seller;

(c) the Goods being returned complete and in the same condition and same packaging as when they were delivered (including, without limitation, the return of all accessories) and being as fit for sale on their return as they were on delivery.

11.4 Should the Buyer return Goods otherwise than in accordance with these conditions, the Seller shall be entitled (in its absolute discretion) to refuse delivery, to withdraw the Buyer's right of return of the Goods, and to return the Goods at the Buyer's expense. Should the Buyer return the Goods incomplete and/or without any of the accessories with which they were delivered, the Seller shall be entitled to retain the cost it incurs in replacing such items.

11.5 The Seller will not accept or be liable for any returns claim received other than in accordance with the returns policy in condition 11.2 and 11.3 or for any claim where the defect is caused or contributed to by the Buyer's deliberate misuse of the Goods, incorrect storage or handling of the Goods or negligence, or fair wear and tear.

11.6 The Seller may suspend or cancel the order without liability to the Buyer, by written notice if:

(a) the Buyer fails to pay the Seller any money when due (under the order or otherwise)

(b) the Buyer becomes insolvent or suffers any other event set out in condition 14.1;

(c) the Buyer fails to honour its obligations under these terms;

(d) the Seller's source of supply of the Goods as at order acceptance is withdrawn or otherwise cancelled.

12. SPECIFICATION

12.1 The Seller shall be entitled to modify the designs and specifications for Goods without prior notification.

12.2 No other specification, descriptive material, written or oral representation, correspondence or statement, promotional or sales literature shall form part of or be incorporated by reference into the Contract.

13. ELECTRONIC DATA INTERCHANGE (EDI)

13.1 The parties may implement and use such forms of EDI as may be required from time to time as an electronic means of exchanging electronic documents.

13.2 The parties shall ensure that any EDI correspondence is issued by an authorised person.

13.3 In accordance with condition 13.2 the recipient of any EDI correspondence shall be entitled to treat the same as a legally binding document capable of acceptance.

13.4 The parties shall keep and maintain all copies and receipts of any EDI correspondence for a reasonable time following the transaction.

14. TERMINATION

14.1 Without prejudice to any other right or remedy available to the Seller, the Seller may terminate the Contract or suspend any further deliveries under the Contract without liability to the Buyer if any of the following events occur:

(a) the ability of the Buyer to accept delivery of the Goods is delayed, hindered or prevented by circumstances beyond its reasonable control; or



(b) an order is made or a resolution is passed for the winding up of the Buyer, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the Buyer; or

(c) an order is made for the appointment of an administrator to manage the affairs, business and property of the Buyer, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Buyer, or notice of intention to appoint an administrator is given by the Buyer or its directors; or

(d) a receiver is appointed of any of the Buyer's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Buyer, or if any other person takes possession of or sells the Buyer's assets; or

(e) the Buyer makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or

(f) the Buyer ceases, or threatens to cease, to trade; or

(g) the Buyer takes or suffers any similar or analogous action to those set out above in this condition 14.1 in any jurisdiction in consequence of debt.

14.2 Termination of the Contract, however arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly or implicitly stated to survive termination.

15. FORCE MAJEURE

The Seller reserves the right without liability to the Buyer to defer the date of delivery, or to cancel the Contract or reduce the amount of Goods ordered, if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including without limitation the following force majeure events: strikes, lock-outs or other industrial disputes (whether involving the workforce of the Seller or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, act of terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, volcano, or default of suppliers or sub-contractors.

16. GENERAL

16.1 The Seller's employees, contractors and agents are not authorised to make any contractually binding representations concerning the Goods. In entering into the Contract, the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which have not been confirmed in writing by an authorised officer of the Seller. However, nothing in these conditions limits the Seller's liability for fraudulent misrepresentation.

16.2 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

16.3 The Buyer shall not, without the prior written consent of the Seller, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract. The Seller may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

16.4 The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else. The Contracts (Rights of Third Parties) Act 1999, to the extent it is applicable to the Contract, is hereby expressly excluded.

16.5 Any notice required to be given under the Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in the Contract (or such other address as may have been notified by that party for such purposes), or sent by fax to the other party's fax number as set out in the Contract. A notice delivered by hand shall be deemed to have been received when delivered (or, if delivery is not in business hours, at 9.00 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).



16.6 If any provision of these conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, it shall be deleted from these conditions and the other provisions shall remain in full force and effect.

16.7 No variation to these conditions shall apply unless agreed in writing by an authorised signatory of the Buyer.

16.8 Nothing in these conditions or in a Contract shall be intended to, or shall operate to, create a partnership between the parties or to authorise either party to act as agent for the other. Neither party shall have the right to act in the name of or on behalf of the other or to bind the other in any way.

16.9 If the Buyer is more than one person, each of the Buyers has joint and several obligations and liability to the Seller under these conditions.

16.10 The Seller reserves the right at anytime and without liability to correct any clerical, typographical or similar errors or omissions made by its employees.

17. GOVERNING LAW AND JURISDICTION

17.1 The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation are governed by and construed in accordance with the law of Malaysia.

17.2 The parties irrevocably agree that the courts of Malaysia have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation.